

Agenda

1. Call to Order / Roll Check

Presenter: Board Chair Rebecca Dyson

2. Adoption or Adjustment of Agenda

Presenter: Board Chair Rebecca Dyson

3. Integrated Application Update 15 minutes

Presenter: TRAILS Principal Ericka Beck-Brattin

4. ACTION ITEM: Recommendation to Award a Contract for 3

\$1,089,604.70 to Outlier Construction Co. for the Science Building Seismic

Rehabilitation Project at Ashland High School. 10 minutes

Presenter: Executive Director of Operations Steve Mitzel

5. Exclusive Negotiating Agreement Discussion 30 minutes 5

Presenter: Board Vice Chair Jill Franko

6. Innovation Enrollment Subcommittee Interview Analysis Presentation 15

30 minutes

Presenter: Director Dan Ruby

7. Board Policy Updates 15 minutes

Presenter: Superintendent Joseph Hatrick

A. GBNAA/JHFF Suspected Sexual Conduct with Students and 19

Reporting Requirements

<u>B. EBC, EBCA, EBCB - Safety and Emergency Procedures</u>	<u>22</u>
<u>Bringing these back for review prior to recommending for approval.</u>	
<u>C. JGE Expulsion</u>	<u>29</u>
<u>D. Procurement: DJC Bidding Requirements - <i>New Version</i> and</u>	<u>34</u>
<u>DJC-AR Exemptions from Competitive Bidding and Special</u>	
<u>Procurements - <i>New</i></u>	
<u>E. JHCD and JHCD-AR Medications</u>	<u>47</u>

**8. ACTION ITEM: Appointment of Superintendent Joseph Hattrick to the SOESD
(Southern Oregon Educational Service District) Budget Committee 5 minutes**

Presenter: Board Chair Rebecca Dyson

9. Other Items of Interest 10 minutes

Presenter: Board Chair Rebecca Dyson

10. Adjourn

Presenter: Board Chair Rebecca Dyson



February 27, 2025

Steve Mitzel, Program Executive
Ashland School District
885 Siskiyou Boulevard
Ashland, Oregon 97520

RE: Ashland School District
Construction Manager | General Contractor (CM|GC)
Science Building Seismic Rehabilitation Project
Ashland High School
Recommendation to Award GMP Amendment 1

Dear Steve,

After careful review and consideration, HMK Company recommends that you award Guaranteed Maximum Price (GMP) Amendment 1 for the Early Work Package to Outlier Construction Co. for the Science Building Seismic Rehabilitation Project at Ashland High School, in the amount of \$1,089,604.70.

The original Contract amount of \$75,000.00, and this GMP Amendment 1 for the above increase in scope of \$1,089,604.70, will bring the total Not to Exceed sum to \$1,164,604.70.

We are asking that the Ashland School District Board take action to award the CM|GC GMP Amendment 1 for the Science Building Seismic Rehabilitation Project at Ashland High School, to Outlier Construction Co. for the additional Not to Exceed sum of \$1,089,604.70 at the February 27, 2025, Board Meeting, for a Total Not to Exceed Contract sum of \$1,164,604.70.

If you have any questions, please do not hesitate to contact me to discuss.

Sincerely,

Josh Whitaker

Josh Whitaker
Project Manager
HMK Company



Att: GMP 1 Documents

OUTLIER

CONSTRUCTION CO.

AHS Science Seismic – Amendment 01 - Bid Package 01 SUMMARY

02.17.2025

			
AHS Science Amendment 01 / BP-01 - 02.17.25			
	DESCRIPTION		BP-01 EWP
	General Conditions		\$ 249,847.00
	General Requirements - TBD		\$ -
	1.1 Concrete Saw Cutting & Demo		\$ 212,542.00
	1.2 Excavation & Backfill		\$ 103,721.00
	1.3 Reinforcing Bar (Supply Only)		\$ 14,914.00
	1.4 Structural & Architectural Steel		\$ 389,974.00
	1.5 Electrical - Safe Off ALLOWANCE		\$ 5,000.00
	AHS SCI Seismic Bid Package 01 Subtotals		\$ 975,998.00
		SUBTOTAL	\$ 975,998.00
	Description	Rate	Amount
			\$ 975,998.00
	Contractor's Contingency	5.000%	\$ 48,799.90
	Premium/Overtime Labor Contingency	0.000%	\$ -
	General Liability Insurance	0.950%	\$ 9,735.58
	Surety Bond	0.950%	\$ 9,735.58
	Fee	3.750%	\$ 39,160.09
	Corporate Activity Tax	0.570%	\$ 6,175.55
		Proposed GMP Amendment 01	\$ 1,089,604.70
		Current GMP	\$ 75,000.00
		Proposed GMP	\$ 1,164,604.70

END OF AMENDMENT 01 - SUMMARY

Outlier Construction Co.
 2870 Nansen Drive Medford, OR
 97504 ccb 217660

EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (this “Agreement”) is entered into as of February ___, 2025 (the “Effective Date”), by the Ashland School District (the “School District”), and Edlen & Co Development, LLC, an Oregon limited liability company (the “Developer”). The School District and Developer may sometimes be referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. The School District is the owner of certain real property in Jackson County, Oregon in the City of Ashland, more particularly described in the attached Exhibit A, consisting of approximately 4.18 acres of unimproved land located at corners of South Mountain Avenue, East Main Street, and Lincoln Street of Jackson County Tax Parcel number 39-1E-10-1000, referred to herein as the “Site” or “Property”.

B. On December 19th, 2024, in a special session of the Board of the Ashland School District, the School District voted and approved moving forward with the Developer by proceeding with ongoing negotiations and due diligence for the disposition of the Site and development of the Site into a new housing community (the “Project”). Lead by a partnership between the Sunstone Housing Collaborative (“Sunstone”), a not for profit organization established for the development of the Project on behalf of the School District. The goals for the Project include: serving “multiple purposes including, but not limited to developing ninety units minimum of varying multi-family housing types (apartments, townhouses, cottages), sized from studio to three bedrooms. The Project intends to serve residents with income restrictions and families. Unit affordability will be split with <80% AMI (area median income) and 80-120% AMI. The Project will offer community spaces as presented in the Draft Master Plan to include, but are not limited to childcare, playground, classrooms/community space, community garden, offices, resident services, and rooftop gardening. The development will be fully fire sprinklered. Site and landscape work will include keeping as many trees as possible”.

C. On November 6th, 2024, Sunstone issued the Ashland Attainable Housing Project Request for Proposals (the “RFP”) seeking development partners who are mission driven and equally committed to the Sunstone/the School District’s vision for the Project and inviting innovative and financially feasible proposals to employ strategies highlighted in the RFP.

D. On December 3rd, 2024 the Developer responded to the RFP. On December 10th, 2024, the Developer and team outlined within the RFP submission attended an interview session led by Sunstone. Following careful consideration, on December 19th, 2024, in a special session of the Ashland School District, Sunstone presented their analysis and review of the finalists in considerations for the role of developer in the redevelopment of the Site. That session included the School District as well as members of the general public both in attendance and online as well as opportunities for public comment to be submitted in advance of the session. After considered debate, the School District approved the Developer Proposal for the Site, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the “Developer Proposal”). Developer Edlen & Co is a private real estate development and investment firm based in Portland, Oregon. Pursuant to the Developer Proposal, the Developer intends to build an approximately 94-unit mixed-use project serving households earning between 80% and 120% AMI with ground floor commercial space (intended to serve infant/toddler and pre-K learning), community outdoor facilities including a playground, and a community gathering space.

E. Pursuant to formal selection of the Developer Proposal and approval of the substantive form of this Agreement by the School District, the Parties are entering into this Agreement for the purpose of establishing procedures and standards by which the School District and the Developer will negotiate a “Disposition and Development Agreement” (the “DDA”) govern the redevelopment of the Site and execution of the Project (the “Project”).

(a) The School District and the Developer agree, for the Negotiating Period (as defined in Section 1.2), that they will work cooperatively and in good faith to make a preliminary feasibility determination and, if the Project or any portion thereof is determined to be feasible and desirable by both Parties, to negotiate diligently and in good faith the terms of a DDA regarding the Developer’s (i) acquisition of the Site, (ii) construction of the Project on the Site, and (iii) operation and management of the Project, all generally in accordance with the Developer Proposal. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory DDA.

(b) The Parties acknowledge and agree that, without limitation, the following issues will be addressed in the negotiations and memorialized in the DDA: (1) the physical and land title conditions of the Site and remediation of any adverse conditions identified by the Developer or the School District, including, but not limited to Developer’s environmental review; (2) the land uses to be included in the Project, or portions thereof, (3) the entitlements necessary to construct and operate the Project; (4) the Project development schedule; (5) proposed financing sources for acquisition, construction, and operation of the Project; (6) the terms of the Property’s disposition from the City to the Developer; (7) the Project’s public benefits; and (8) other matters that may be identified by either Party.

(c) The School District and Developer agree that the negotiations under this Agreement to create the DDA will be developed through a term sheet and based on the Developer Proposal.

Preliminary commitments in the Developer Proposal have been incorporated into this Agreement and the Parties expect the negotiations of the DDA may incorporate additional commitments from the Developer Proposal.

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

**ARTICLE 1.
EXCLUSIVE NEGOTIATIONS RIGHT**

Section 1.1 Negotiating Period.

(a) For a period of **six (6) months** commencing with the Effective Date, the Parties will enter into an exclusive negotiating period for the purpose of entering into a binding DDA (the “Negotiating Period”). During the Negotiating Period, the School District shall not negotiate with any entity other than the Developer regarding the acquisition or development of the Site or solicit or entertain bids or proposals to do so. Notwithstanding anything to the contrary herein, nothing in this Agreement shall preclude the School District from allowing any temporary uses of the Site that the School District

deems appropriate, at its sole and absolute discretion; provided the School District will avoid allowing any temporary use that may result in the contamination or damage to the Property or otherwise encumbering the Property in a manner that would materially or adversely affect the Developer's intended development thereof (in the Developer's reasonable discretion), and Developer shall have no liability or responsibility for any contamination or damage resulting from a temporary use.

(b) Developer shall have two extension periods of three (3) months each in which to extend the Negotiating Period. The Developer shall deliver **ten (10) business days** prior written notice of the Developer's intent to exercise the extension ("Extension Notice"). Concurrently with the delivery of an Extension Notice, the Developer shall deliver to Escrow (as defined below) an extension deposit of **Five Thousand Dollars (\$5,000) (each, an "Extension Deposit")**. Each Extension Deposit shall be **non-refundable** upon delivery into Escrow, except as otherwise explicitly set forth herein. Upon the execution of the DDA, the Extension Deposit, if any, shall be credited against any ground lease payments or fees due by the Developer to the School District. For the purpose of this Agreement, the "Negotiating Period" shall include the initial six-month period, as well as all exercised extension options.

Section 1.3 Opening Escrow and Consideration.

(a) The Developer shall open escrow with **the Ashland, Oregon, office of First American Title**.

(b) In consideration for this Agreement and the Developer's exclusive right to negotiate under this Agreement, within five business days of the Effective Date, Developer will deposit **Twenty Thousand Dollars (\$20,000)** ("Good Faith Deposit") in the form of a promissory note with the Escrow Officer. Failure by the Developer to provide the note outlined as the Good Faith Deposit within five (5) business days of the due date shall result in the termination of this Agreement and, upon such termination, the parties shall have no further rights or obligations under this Agreement except those that expressly survive the termination hereof. The Good Faith Deposit is provided in consideration for this Agreement and is non-refundable except as otherwise expressly set forth herein.

Section 1.3 Failure to Sign DDA.

If a DDA has not been executed prior to the expiration of the Negotiating Period, then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement except for any provision of this Agreement that is specified to survive termination which shall remain in effect. Except as otherwise provided in this Agreement, upon termination of this Agreement at the expiration of the Negotiation Period, the Good Faith Deposit will be refunded to the Developer. The Good Faith Deposit shall be non-refundable if the termination of this Agreement is due to the Developer's breach of this Agreement.

Section 1.4 Effect of Signing DDA

Upon execution of the DDA, the Parties will cooperate with the Escrow Agent to apply the Good Faith Deposit and any other amounts in accordance with the DDA.

Section 1.5 Identification of Representatives

(a) The School District's authorized representative is _____. The School District shall notify the Developer in writing of any changes to the designated School District representative.

(b) The Developer's authorized and designated representative to negotiate the DDA with the School District is Matt Edlen. The Developer shall notify the School District in writing of any changes to the designated Developer representative. The Developer shall make full disclosure to the School District

of all information reasonably requested by the School District and pertinent to the ownership, control, and financial capacity of the development entity that is proposed to serve as developer under the DDA, including, but not limited to, the members of the Developer's development team.

**ARTICLE 2.
NEGOTIATION TASKS**

Section 2.1 Overview. To facilitate negotiation of the DDA, the Parties shall use good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Project. Within the Negotiating Period, the Developer shall provide the School District with a preliminary detailed financial analysis for the Project containing, among other matters, a preliminary development budget and operating proforma (the "Financing Proposal"). The Financing Proposal shall identify the proposed sources of funding for each phase, or component, of the Project, including but not limited to all proposed sources of debt and equity to be utilized for the Project. The financial analysis shall be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the Project and to assist in the negotiations of terms regarding payment of costs of land and development as more particularly set forth in the DDA.

Section 2.3 Master Plan. The School District acknowledges and agrees that, as of the Effective Date, the Developer has submitted a conceptual site plan of the Project as part of the Developer Proposal, including a schematic design of the various components of the Project (the "Schematic Plan"). The Developer shall prepare a preliminary analysis of land use entitlements required for the entire Project for the School District's review and approval (the "Master Plan"). The Schematic Plan and Master Plan will be included in the DDA for the School District review and approval.

Section 2.4 Planning Approvals. The Developer acknowledges that the Project requires discretionary approvals and entitlements from the City of Ashland and, potentially, other governmental entities or agencies (the "Planning Approvals"). The Developer shall be responsible for entitling and permitting the project and the payment of all application fees associated with the Planning Approvals.

Section 2.5 Schedule of Performance. During the Negotiating Period, the Developer shall provide the School District a proposed detailed schedule of performance for the Project (the "Schedule of Performance") which shall include, but not be limited to, the dates for obtaining land use entitlements and financing commitments for the Project, the date for the submittal of construction plans to the City of Ashland, the date for close of escrow on the Site, and the dates for the commencement and completion of construction of the Project. The Schedule of Performance shall be included as an exhibit in the DDA.

Section 2.6 Due Diligence. During the Negotiating Period, the Developer shall conduct due diligence activities it deems necessary to provide Developer with sufficient information to determine the feasibility of the Project on the Site, including but not limited to planning requirements, soils reports, noise study, hazardous materials report, financial feasibility study, infrastructure, and title adequacy, as more particularly described in this section (collectively the "Due Diligence"). Except as otherwise provided herein, all costs associated with the Due Diligence shall be borne by the Developer alone.

(a) Physical Adequacy Determination. The Developer shall determine whether the Site is suitable for the Project, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed development improvements, infrastructure, the planning requirements imposed on projects of this type, and the other environmental and regulatory factors that the Developer deems relevant. If, in the Developer's judgment, any portion is not suitable for development, the Developer shall notify the School District in writing prior to the expiration of the initial Negotiating Period of its determination (an "Unsuitability Notice"). Upon delivery of an Unsuitability Notice by the Developer, this Agreement shall be terminated without further action of any Party, the Good Faith Deposit and Extension Deposit, if any, shall be returned to the Developer, and thereafter no Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except as otherwise expressly set forth herein or in the Property Access Agreement (hereinafter defined). If the Developer does not deliver an Unsuitability Notice during the initial Negotiating Period, then the Site shall be deemed physically suitable for development of the Project and any executed DDA shall not provide for an additional opportunity for the Developer to determine the physical suitability of the Site or for the Developer to terminate the DDA as a result of purported physical unsuitability, provided, however, that nothing herein shall be deemed to preclude the right of the Developer to terminate the DDA for failure of a condition to close on the acquisition of the Site including, without limitation, in the event any new matter is disclosed by a reexamination of the Property from and after the expiration of the Negotiating Period that could not otherwise have reasonably been identified during Due Diligence, all as more particularly set forth in the DDA. Any DDA shall provide that the Site is to be conveyed to the Developer in its "as-is" condition as of the date Developer is deemed to have waived its rights to send an Unsuitability Notice under this Agreement.

(b) Right of Entry. The School District shall afford authorized representatives of the Developer access to the Site for the physical adequacy determination as provided in that certain Property Access Agreement by and between the Parties, substantially in the form attached hereto as Exhibit C, incorporated herein by this reference (the "Property Access Agreement"). The Property Access Agreement includes customary indemnification obligations on the part of the Developer with respect to the Developer's (or its consultants') access to the Property in connection with the Due Diligence.

(c) Title Adequacy Determination. The School District shall cause First American Title to issue a preliminary title report for the Site, and shall provide said report to the Developer. The Developer shall have ninety (90) days from receipt of the report in which to object to any exceptions listed on the report. If the Developer objects to any exception, the School District, within forty-five (45) days of receipt of Developer's objection shall notify Developer in writing whether School Bodar elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the Developer, insuring against the objectionable exception; or (3) terminate this Agreement unless the Developer elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section, the Good Faith Deposit and any Extension Deposit shall be returned to the Developer and no Party shall thereafter have any obligations to or rights against the others hereunder, except as otherwise expressly set forth herein or in the Property Access Agreement. If the Developer fails to provide any notification to the School District regarding this matter prior to the expiration of the time period set forth herein, the condition set forth in this Section shall be deemed satisfied. The DDA may provide for a supplemental opportunity for the Developer to re-examine title to the Site and/or terminate the DDA as a result of any exceptions on title to the Site arising after issuance of the

Preliminary Report. Except for any title matters arising in such supplemental review, the fee title to the Site is to be conveyed to the Developer subject only to those exceptions the Developer has agreed to accept pursuant to this Section.

(d) Utilities. During the Negotiating Period, the Developer shall consult with the utility companies to determine preliminarily if existing utility facilities require expansion, relocation or undergrounding in connection with the Project.

Section 2.7 Preliminary Plan. Within the time set forth in the Schedule of Performance, the Developer shall submit to the School District a proposed conceptual development program (the "Preliminary Plan") for the Site, only if it differs from the Preliminary Plan submitted with the Developer Proposal. The Preliminary Plan should include: (a) a detailed description of the proposed use of the Site, including the square footage for each type of use; (b) a proposed development phasing schedule; (c) proposed housing affordability; (d) a preliminary financing plan, containing an estimated development budget and operating pro forma; and (e) a preliminary site plan. The Preliminary site plan shall show the general location of the proposed buildings, landscaping, and site improvements; the massing of any proposed buildings; roadways, parking and points of ingress and egress; and any other proposed improvements to be constructed as part of the Project. The School District acknowledges and agrees that the Developer's Preliminary Plan submitted with the Developer Proposal satisfies the requirements set forth in Section 2.7.

Section 2.8 Reports.

(a) Promptly following execution of this Agreement with respect to Documents then in its possession or under its reasonable control, the School District shall provide the Developer with copies of all existing leases, and all non-confidential or nonproprietary reports, studies, analyses, official correspondence, and similar documents (collectively, "Documents"), prepared or commissioned by the City with respect to this Agreement and the Project.

(b) Unless otherwise waived by the School District, the Developer shall provide the School District with copies of final versions of all reports, studies, and analyses prepared by third parties in connection with this Agreement (the "Third Party Reports") and correspondence with third parties regarding the Project, but excluding confidential or proprietary information, or any information protected by the attorney-client privilege or that is attorney work product, provided, however, that in the event this Agreement or the DDA is terminated as a result of the School District's default, the School District shall reimburse the Developer for the documented cost of the Third Party-Reports provided by the Developer to, and not otherwise waived by, the School District.

(c) While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Developer acknowledges that the School District will need sufficient, detailed information about the proposed Project (including, without limitation the financial information described in Section 2.2) to make informed decisions about the content and approval of the DDA. The School District will work with the Developer to maintain the confidentiality of proprietary information, or any information protected by the attorney client privilege or the attorney work product doctrine, subject to the requirements imposed on the Ashland School District. [Specific to deal – REQUIRES LEGAL REVIEW] The Developer acknowledges that the School District may share information provided by the Developer of a financial and potential proprietary nature with third party consultants and school district employees as part of the negotiation and decision-making process. If this Agreement is

Commented [JN1]: Yes, ASD's counsel will need to weigh in on the interplay between this agreement and its public records obligations.

terminated without the execution of a DDA, the School District shall return to the Developer any proprietary information submitted by the Developer under this Agreement.

Section 2.9 Organizational Documents. Concurrent with execution of this Agreement, the Developer shall provide the School District with copies of its organizational documents evidencing that the Developer exists as an active entity authorized to conduct business in the State of Oregon and in the City of Ashland, and to perform its obligations under the DDA.

Section 2.10 Progress Reports. From time to time as reasonably agreed upon by the Parties, each Party shall make oral or written progress reports advising the other Party on studies being made and matters being evaluated by the reporting Party with respect to this Agreement and the Development.

Section 2.11 Community Outreach. All parties acknowledge that community engagement, including community outreach and soliciting community input, is a key component of the Project. The School District and Sunstone have gathered a substantial amount of community input over the course of the Ashland Attainable Housing project and will share their findings with the Developer upon request. Developer shall throughout the Negotiating Period and following the DDA regularly engage with the community to ensure that the community remains at the center of this Project. All outreach should be intentional and thoughtful.

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate the School District or the Developer to enter into a DDA or any other Agreement regarding the Site. By execution of this Agreement, the School District is not committing itself to or agreeing to undertake disposition of the Site. Execution of this Agreement by the School District is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent School District action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the School District, following conduct of all legally required procedures, and executed by duly authorized representatives of the School District and the Developer. Until and unless a DDA is signed by the Developer, approved by the School District, and executed by the School District, no agreement drafts, actions, deliverables, or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding document.

Section 3.2 Notices. Formal notices, demands and communications between the School District and the Developer shall be sufficiently given if, and shall not be deemed given unless, (a) dispatched by certified mail, postage prepaid, return receipt requested, or (b) sent by express delivery or overnight courier service, or (c) sent via email to the email address set forth below, with a copy of such notice concurrently sent by either of the methods set forth in the preceding clauses (a) or (b), to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

SCHOOL DISTRICT
[To be inserted]

WITH A COPY TO:

DEVELOPER
[To be inserted]

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Site with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Costs and Expenses. Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement and the performance of each Party's obligations under this Agreement, except as otherwise agreed in writing by the Parties.

Section 3.5 No Commissions. The School District shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA resulting from this Agreement. The School District represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer shall defend and hold the School District harmless from any claims by any broker, agent, or finder retained by the Developer.

Section 3.6 Nonliability of Agency Officials and Employees. No board members, officials, employees, representative, member agents or contractors of the School District shall be personally liable to the Developer in the event of any default or breach by School District or for any amount, which may become due to Developer or on any obligations under the terms of the Agreement.

Section 3.7 Defaults and Remedies.

(a) Default. Failure by either Party to negotiate in good faith as provided in this Agreement or to perform an obligation in any material respect under this Agreement shall constitute an event of default hereunder. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. Promptly upon receipt of such notice, the defaulting Party and the non-defaulting Party shall work diligently with one another to help mutually cure the default, including meeting at least one (1) time in person to discuss and seek to resolve the issue(s) associated with such default. If a default remains uncured thirty (30) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b).

(b) Remedies. (1) In the event of an uncured default by a Party, the non-defaulting Party's sole remedy shall be to terminate this Agreement. Following such termination, neither Party shall have any further right, remedy or obligation under this Agreement, except that the following obligations shall survive such termination: (A) Developer's indemnification obligations pursuant to the Property Access Agreement; (B) in the event the defaulting party is the School District, the Board's obligation release from escrow to the Developer the Good Faith Deposit and any Extension Deposit then held in escrow; and (C) in the event of School District Default, the Board's obligation to reimburse the Developer (within thirty (30) days of written request

therefor) for the documented cost of Third-Party Reports provided by the Developer to, and not otherwise waived by, the School District.

(2) Except as expressly provided in subparagraph (b)(1) of this Section 3.7, neither Party shall have any liability to the other Party for damages arising out of or related to a default by such Party, nor shall either Party have any other claims with respect to performance or default under this Agreement. Each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.8 Discrimination. Developer shall not discriminate against any person related to the performance under this Agreement because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex or any other condition protected by local, state, or federal law, regulation or ordinance. Developer acknowledges that the School District may require that all contractors engaged by Developer for the Project may be required to adhere to similar anti-discrimination provisions.

Section 3.9 Business License. Developer shall apply for and pay the business tax and registration tax for a business license, in accordance with the state and local law requirements.

Section 3.10 Venue. Jackson County, Oregon shall be the site and have jurisdiction for the resolution of all actions.

Section 3.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Section 3.12 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged in this Agreement and shall be of no further force or effect.

Section 3.13 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. An electronically executed copy shall be of the same effect as an original.

Section 3.16 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder to any other entity except with the prior written consent of the School District, which consent shall be granted or withheld in the District's sole discretion, and any such attempted transfer or assignment without the prior written consent of the School District shall be void. Notwithstanding the foregoing, the School District shall consent to the Developer's assignment of this Agreement to an affiliate of Developer provided that (a) such affiliate is controlled by Developer, (b) Developer shall not be released from any liability or obligation under his Agreement, and (c) Developer representative shall remain the lead negotiator with the School District with respect to the DDA and Project. A consent by the School District to one assignment shall not be deemed to be a consent to any

subsequent assignment. The School District may at its reasonable discretion approve more than one assignment for each portion of Project.

Section 3.17 No Third-Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the School District and the Developer and no other person shall have any right of action under or by reason of this Agreement.

Section 3.18 Developer Not an Agent. Nothing in this Agreement shall be deemed to appoint Developer as an agent for or representative of the School District, and Developer is not authorized to act on behalf of the School District with respect to any matters except those specifically set forth in this Agreement. The School District shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Developer, whether arising from actions under this Agreement or otherwise.

Section 3.19 Severability. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

Section 3.20 Time Is of the Essence. Time is of the essence for each of the Parties' obligations under this Agreement.

Signatures to Follow on Next Page

TRENDS

1. Customization & Alternative Learning Preferences

- Many families opt for homeschooling due to the ability to tailor education to their child's specific needs, learning styles, and pace.
- Parents of neurodivergent or highly independent learners often feel traditional school structures don't support their children effectively.
- Some families blend multiple approaches, such as private schooling, co-ops, online courses, and experiential learning.

✓ Solution:

Micro-Schooling & Personalized Learning Tracks – Ashland Schools could explore **micro-school models** (small, flexible learning communities) or personalized curriculum options, allowing students to customize their education while still being connected to the public school system. Schools nationwide are adopting **competency-based education (CBE)**, where students progress based on mastery rather than age or grade level.

2. Dissatisfaction with Past Experiences in Public Schooling

- Many respondents had children in Ashland Schools before transitioning to home-schooling, often citing unmet needs, rigid structures, or social-emotional concerns.
- A key reason for leaving was that students felt "lost" in the system or struggled with traditional classroom learning.
- Some parents who worked in public schools have mixed feelings, recognizing both strengths and challenges.

✓ Solution:

Restorative Community-Building & Flexible Re-Entry – Schools should actively **rebuild trust with former families** through open dialogue sessions, personalized re-enrollment plans, and dedicated **family liaisons** who help navigate public school transitions. **Restorative justice programs**, already proving successful in districts nationwide, could also improve the social-emotional experience for students who felt unsupported.

3. Interest in Hybrid & Alternative Learning Options

- Some parents are open to partial public school participation (e.g., online courses, extracurricular activities, or specific classes).
- Programs like **ORCA (Oregon Charter Academy)** and **Global Online Academy (GOA)** are drawing interest, showing a demand for high-quality online and hybrid options.

- Families are not opposed to public education but want more flexibility in how it is delivered.

✔ **Solution:**

Hybrid & Flex Enrollment Models – Nationwide, districts are launching **hybrid schooling models** that allow students to mix in-person, online, and independent study. For example:

- **"A La Carte" Course Enrollment:** Students can enroll in select Ashland School District (ASD) courses while maintaining a homeschool curriculum.
 - **Virtual Learning Hubs:** Schools in states like Colorado and Florida are offering public school courses remotely, supported by school resources.
 - **Mentorship & Project-Based Learning:** Incorporating **student-led passion projects** into public school curricula could re-engage families who seek individualized learning.
-

4. Strong Desire for Socialization Opportunities

- Even homeschooling families recognize the importance of peer interactions, and some parents are considering public school re-enrollment **primarily for social opportunities** rather than academics.
- **Sports, clubs, and community engagement** are key factors in whether families stay connected to public schools.

✔ **Solution:**

Expanded Extracurricular Access & Peer Networks – Schools could create a **"Community Learners"** program where non-full-time students can:

- Join **sports teams, clubs, and events** (some already do, but increasing awareness and removing enrollment barriers would help).
 - Participate in **service learning projects** or social groups designed for flexible learners.
 - Develop **multi-age peer mentorship programs**, pairing hybrid/homeschooled students with those in traditional school settings.
-

OPPORTUNITIES

1. Bridging the Gap Between Homeschool & Public Education

- Some families left Ashland Schools but still value **public education in principle** and might return under the right conditions.
- Many parents believe schools could better accommodate different learning styles **without requiring full-time enrollment**.

✔ **Solution:**

Ashland Learning Partnerships (ALP) Model – Similar to districts in California and Washington, Ashland could develop:

- **An official “Learning Partner” program** where homeschooling families get access to district resources (e.g., libraries, labs, tutoring).
 - **Co-enrollment options**, allowing students to split their time between home learning and structured school programs.
 - **Parent-Educator Collaborations**, where teachers support families in designing hybrid learning plans.
-

2. Re-Engaging Families Who Left Due to School Fit Issues

- Some parents left ASD due to class sizes, rigid curriculum structures, or social-emotional concerns but **would return if improvements were clear**.
- The concern that students “get lost” in large school settings was a recurring theme.

✔ **Solution:**

Small Learning Communities (SLCs) – Nationally, schools are adopting **small learning hubs within larger schools** to create more personalized experiences.

- Ashland could introduce **interest-based academies**, where students engage in hands-on, real-world learning within a smaller cohort.
 - Schools in Oregon, Washington, and California have piloted **teacher-student advisory programs**, where students have **one consistent mentor teacher throughout their school years** to create deeper connections.
-

3. Building Awareness of Ashland’s New & Evolving Programs

- Some parents may not be aware of updates or changes to Ashland Schools that address their concerns.
- Without active outreach, they may assume past issues persist.

✔ **Solution:**

Targeted Outreach & Reconnection Campaigns – Schools could launch:

- **“Revisit Ashland” Open Houses** where families who left can learn about new opportunities.
 - **Personalized follow-ups with past families**, highlighting how their concerns have been addressed.
 - **Parent & Student Ambassadors** who share positive experiences with skeptical families.
-

THREATS

1. Competition from Charter & Online Schools

- ORCA, Global Online Academy, and other charter models are drawing students away with more **flexible, high-quality online learning experiences**.
- Public schools may struggle to retain students if they cannot offer similar flexibility.

✔ Solution:

Public School-Led Hybrid Learning Programs – Ashland could create its own **public online learning option**, offering:

- Local teacher support and check-ins.
 - Customizable online/in-person blends.
 - Project-based courses tailored to individual interests.
-

2. Overcoming Negative Perceptions of Public Schooling

- Parents with prior negative experiences may assume nothing has changed.
- If public schools don't **actively demonstrate change**, they risk losing families permanently.

✔ Solution:

Storytelling & Parent Engagement Initiatives – Schools could:

- **Highlight success stories** from families who returned and found a great fit.
 - **Create parent advisory boards** to keep families involved in shaping school improvements.
 - **Offer trial periods**, where homeschoolers can test public school programs before committing.
-

CONCLUSION

Ashland Schools have a significant **opportunity to re-engage families** by focusing on **flexibility, customization, and strong social connections**. Schools across the country are adapting by introducing **hybrid models, project-based learning, and community partnerships**—all of which could be implemented in Ashland to address current concerns and bring families back into the system.

OSBA Model Sample Policy

Code: JHFF/GBNAA

Adopted:

Suspected Sexual Conduct with Students and Reporting Requirements *

{Required policy. ORS 339.372 establishes the requirement for boards to adopt policy on suspected sexual conduct.}

Sexual conduct by district employees, contractors¹, agents², and volunteers³ is prohibited and will not be tolerated. All district employees, contractors, agents, ~~and~~ volunteers, **and students⁴** are subject to this policy. ~~Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.~~

⁵“Sexual conduct,” means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student’s educational performance, or of creating an intimidating or hostile educational environment. “Sexual conduct” does not include touching or other physical contact that is necessitated by the nature of the school employee’s job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the Board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.

“Student” means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within **90 days one calendar year** prior to the sexual conduct.

¹ “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

² “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

³ “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁴ Student conduct may only be sexual conduct if the student is also an employee, contractor, agent, or volunteer.

⁵ This definition of “sexual conduct” affects all conduct that occurs before, on or after June 23, 2021, for purposes of reports that are made, investigations that are initiated, or a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any similar contract or agreement entered into, on or after June 23, 2021.

The district will post in each school building the names and contact information of the employees designated for the respective school buildings to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

Any district employee [^{6}, contractor, agent or **volunteer**] who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the ^{7}designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected perpetrator, for their school building. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with Board policy JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator the report shall be submitted to the [insert ^{8}designated licensed administrator position title] who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When a designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district’s administrative regulation JHFF/GBNAA-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) in accordance with such administrative regulation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student’s safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student’s safety.

⁶ {The following language in brackets, i.e., [, contractor, agent or volunteer], is optional language for the district to consider including. If the language is kept, the district must make these groups aware of the policy and its administrative regulation and their responsibilities under both. This may also be included in contracts with agents and contractors and include reference to this policy.}

⁷ {ORS 339.372 requires the district have a policy that designates the licensed administrators and requires the district to post the names and contact information of the designees in the respective school building. A “licensed administrator” is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.}

⁸ {A “licensed administrator” is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.}

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;
2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is discouraged.

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 339.370 - 339.400](#)

[ORS 419B.005 - 419B.045](#)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).

~~House Bill 2136 (2021).~~

~~Senate Bill 51 (2021).~~

House Bill 4160 (2024).

R10/05/21|12/24|LF

Suspected Sexual Conduct with Students and Reporting Requirements * –

Ashland School District

Code: EBC
Adopted:

Emergency Plan and First Aid**

{Highly recommended policy. This policy informs districts about requirement for an emergency procedures plan (OAR 581-022-2225), and other minimum standards for providing emergency care to students.}

The district will maintain a comprehensive safety program for all employees and students. This program will include a plan for responding to emergency situations. The superintendent will consult with community and county agencies while developing this plan. The district's emergency plan will meet any requirements of the State Board of Education.

Copies of the emergency plan will be available in every school office and other strategic locations throughout the district. Parents or guardians will be informed of the district's plan.

In each district facility, procedures for handling health emergencies will be established and made known to staff. Each district facility and district vehicle will be equipped with appropriate first-aid supplies and equipment. All employees are expected to know where first-aid supplies and equipment are kept in their work areas.

Each school in the district shall have, at a minimum, at least one staff member with a current first-aid/CPR/AED card for every 60 students enrolled and who are trained annually on the district and building emergency plans. Emergency planning will include the presence of at least one staff member with a current first-aid/CPR/AED card for every 60 students for school-sponsored activities where students are present.

The district shall provide instruction to staff and students in the emergency plan and safety program.

END OF POLICY

Legal Reference(s):

[ORS 30.800](#)

[ORS 192.660\(2\)\(k\)](#)

[ORS 332.107](#)

[ORS 433.260](#)

[ORS 433.441](#)

[OAR 437-002-0042](#)

[OAR 437-002-0120 - 0139](#)

[OAR 437-002-0161](#)

[OAR 437-002-0360](#)

[OAR 437-002-0377](#)

[OAR 581-022-2030\(3\)\(c\)](#)

[OAR 581-022-2220](#)

[OAR 581-022-2225](#)

[OAR 581-053-0003\(40\)](#)

[OAR 581-053-0220\(3\)\(e\)\(B\)\(iii\)](#)

[OAR 581-053-0320\(5\)\(b\)](#)

[OAR 581-053-0420\(2\)\(f\)\(B\)](#)

Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

Ashland School District

Code: EBCA
Adopted:

Safety Threats**

{Required policy. Requirement for policy comes from ORS 339.324 which outlines actions of a school district when a safety threat action has occurred.}

“Safety threat action” means a ~~lockdown~~ **Hold, Secure, Lockdown, ~~lockout~~, Shelter in place or Evacuation** that: (a) is initiated by a school in response to a safety threat; and (b) is not a planned drill.

When a school or the district initiates a safety threat action, the school or district shall issue an electronic communication as expediently as possible and not later than 24 hours after initiation of the safety threat action. The communication will be issued in culturally appropriate languages to effectively communicate with parents and guardians of students attending the school at which the safety threat action occurred.

The communication must include:

1. A general description of the issue that caused the safety threat action to be taken;
2. The duration of time the safety threat action was taken, from when the action was initiated until when it concluded;
3. Actions taken by the school or district to resolve the situation that caused the safety threat action and actions taken to protect student safety; and
4. An explanation of how the situation was resolved.

The communication shall be provided in a manner which communicates relevant facts and details as may be necessary or useful for parents and guardians to understand any potential threats to student safety, and to assist parents and guardians in helping students understand and mentally process the incident and any resulting trauma.

A communication will also be issued to employees of the school at which the safety threat action occurred, and must include the same information as above and any additional information as may be permitted by relevant confidentiality and privacy requirements.

The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)

[ORS 332.107](#)

[ORS 339.324](#)

Ashland School District

Adopted: 6/07/04

Readopted: 5/08/17

Orig. Code(s): EBCB

Review: 2/27/25

Emergency Procedure Drills and Instruction

{Highly recommended policy. This policy includes information about required instruction and drills on emergency procedures. See ORS 336.071}

Each administrator will conduct emergency procedure drills in accordance with the provisions of Oregon Revised Statutes (ORS) and the applicable Oregon Fire Code.

All schools are required to instruct and drill students on district emergency procedures so ~~that students they~~ can respond to an emergency without confusion and panic. The emergency procedures shall include drills and instruction on fires, earthquakes, ~~which shall include tsunami procedures in a tsunami hazard zone~~ and safety threats. Instruction on ~~fires, earthquakes, and safety threats, and drills for students emergency procedures~~ shall be conducted for at least 30 minutes each school month.

The first emergency evacuation drill shall be conducted within 10 days of the beginning of classes.

Fire Emergencies

~~The district will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year.~~ Drills and instruction on fire emergencies shall include routes and methods of exiting the school building.

Earthquake Emergencies

At least two drills on earthquakes shall be conducted each year.

Drills and instruction for earthquake emergencies shall include the earthquake emergency response procedure of “drop, cover and hold on” during the earthquake. When based on the evaluation of specific engineering and structural issues related to a building, the district may include additional response procedures for earthquake emergencies.

Safety Threats

At least two drills on safety threats shall be conducted each year.

Drills and instruction on safety threats shall include procedures related to Hold, Secure, Lockdown, lockout, Sshelter in place, and Evacuation and other appropriate actions to take when there is a threat to safety, and will include explanation of the district’s communication strategy following a safety threat action (See Board policy EBCA-Safety Threats).

~~The Board may use ORS 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.~~

~~[The district may provide additional instruction relating to other disasters such as flooding, drought, excessive snowfall, or wildfires.]~~

Local units of government and state agencies associated with emergency procedures training and planning shall review the emergency procedures and assist the district with the instruction and the conducting of drills for students in these emergency procedures.

END OF POLICY

Emergency Drills and Instruction - EBCB 1-
2

Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)

[ORS 336.071](#)

[ORS 476.030\(1\)](#)

[OAR 581-022-1420](#)

OREGON STATE FIRE MARSHAL, OREGON FIRE CODE (2014).

Cross Reference(s):

GBE - Staff Health and Safety *

Emergency Drills and Instruction - EBCB 2-2

Ashland School District 5

Code: **EBC/EBCA**
Adopted: 10/14/08
Readopted: 5/08/17
Orig. Code(s): EBC/EBCA

Emergency Procedures and Disaster Plans

The superintendent will develop and maintain plans specifying procedures to be used in such emergencies as disorderly conduct, unlawful assembly, disturbances at school activities, natural disasters, fire, illness or injury of a student or staff member, and use of force on school property. The superintendent will consult with community and county agencies while developing those plans.

The district's Emergency Procedure Plans will meet or exceed the minimum standards of the State Board of Education.

Copies of the Emergency Procedure Plans will be available in every school office and other strategic locations throughout the district. Parents will be informed of the district's plans for the care of students during an emergency situation. The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

In case of long term disruption to district operations, the district emergency plan shall at a minimum include the following:

1. Who is in charge of the district plan;
2. What steps the district will take to stop the spread of disease;
3. How sick students will be identified;
4. Transportation plan for sick students;
5. Disease containment measures for the district;
6. Communication plan for staff, students, parents;
7. Continuing education plan for students;
8. Procedures for dealing with student privacy rights;
9. Employee leave procedures during a pandemic flu or other catastrophe;
10. Employee pay and benefit plan and procedures;
11. Facility utilization by other agencies procedures;

12. Business operations plan for offsite operation or alternative measures.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)
[ORS 332.107](#)
[ORS 433.260](#)

[ORS 433.441](#)
[OAR 437-002-0161](#)

[OAR 581-022-0705](#)
[OAR 581-022-1210\(3\)\(c\)](#)
[OAR 581-022-1420](#)

Cross Reference(s):

EEAC - School Bus Safety Program
GBE - Staff Health and Safety
JHCC - Communicable Diseases

RECOMMEND DELETED

Ashland School District 5

Code: JGE
Adopted: 12/08/03
Readopted: 6/12/17
Orig. Code(s): JGE

Expulsion**

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student will not extend beyond one calendar year.

A student may only be expelled for any of the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;
2. When other strategies to change the student's behavior-conduct have been ineffective, except that expulsion may not be used to address truancy; or
3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a direct threat to the health or safety of students or employees; or
3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. ~~By waiving the right to a hearing, the student and parent agree to abide by the lawful findings of a hearings officer.~~

~~The Board delegates the authority to decide on an expulsion to the superintendent.^{1} The superintendent may designate another person to handle the potential expulsion, and the superintendent, a designee or another individual may act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer will not be associated with the initial actions of the building administrators. The hearings officer will conduct the hearing and make a final decision regarding the expulsion. A decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.~~

~~^{1} The Board can retain authority for all expulsions. If the Board chooses not to delegate this authority, any recommendations for expulsion from administration would come to the Board for resolution. The Board would have to meet and determine next steps for all expulsions.~~

If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At a future meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision.

When a recommendation for expulsion is made and an expulsion hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service² or by certified mail³ at least five days prior to the scheduled hearing. Notice shall include:
 - a. The specific charge or charges and the specific facts that support the charge or charges;
 - b. ~~The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;~~
 - e.b. ~~A recommendation for expulsion~~ statement of intent to consider the charges as reason for expulsion;
 - ~~d.c.~~ The student's right to a hearing;
 - ~~e.d.~~ When and where the hearing will take place; and
 - ~~f.e.~~ The student may be represented by counsel or other persons ~~right to representation;~~
2. ~~The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;~~
3. ~~Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;~~
- 4.2. ~~If In case either the parent or the student has difficulty understanding does not understand the English language or has other serious communication disabilities, the district will provide a translator an interpreter during the hearing. All communications will be in a manner that is understandable to the parents and students;~~
- 5.3. The student shall be permitted to have a representation present at the hearing to advise and to present arguments. The representation may be an attorney, ~~and/or parent or other person~~. The district's attorney may be present;
- 6.4. The student shall be afforded the right to present ~~his/her~~ **their** version ~~as to of~~ the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
- 7.5. The student shall be permitted to be present and to hear the evidence presented by the district;
- 8.6. The hearings officer or the student may record the hearing;

²The person serving the notice shall file a return of service. (OAR 581-021-0070)

³When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

9.7. Strict rules of evidence shall not apply to the proceedings; ~~h~~However, this shall not limit the hearings officer's control of the hearing;

10. ~~If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student, if age 18 or over, and the student's parents at the same time. Following the review by the Board of the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;~~

11. ~~If the Board has delegated authority to the superintendent or designee to act as the hearings officer, the superintendent may designate him or herself themselves, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the students' parents at the same time. At its next regular or special meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;~~

12.8. A Board-conducted hearing or a Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing is held by the hearings officer, the following will not be made public:

- a. The name of the student;
- b. The issues involved, including a student's confidential medical records and that student's educational program;
- c. The discussion;
- d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion, ~~the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons policy violation. The district must notify the student and parents of alternative programs of instruction or instruction combined with counseling and document this notification document to the parent of the student that proposals of alternative education programs have been made.~~

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.061](#)
[ORS 336.615 to -336.665](#)

[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)

[OAR 581-021-0050 to -0075](#)

Cross Reference(s):

JG - Student Discipline

SUMMARY OF POLICY HISTORY

The original version of the Expulsion policy was last reviewed and approved during our major policy review in 2017

OSBA issued an update in 2019. The changes reflected in the draft that are highlighted in yellow are those that came from the 2019 update.

They did another update in 2023. The changes reflected with Track Changes are from that later update.

OSBA Model Sample Policy

Code: DJC
Adopted:

Bidding Requirements

{Highly recommended policy. The Board serves as the Local Contract Review Board (LCRB) and has the ability to adopt its own procurement rules. Many districts choose to use the *Oregon Attorney General's Model Public Contracting Rules* in OAR Chapter 137, Divisions 045 - 049. If the LCRB does not adopt rules, the Attorney General's Model Public Contracting Rules apply. This policy is based on those rules. The LCRB may also include as part of its rules portions of the Oregon Department of Administrative Services administrative rules in OAR Chapter 125, Divisions 269 - 249. If the LCRB adopts its own rules, delete portions of this policy that are inconsistent with those rules.}

The Board is the Local Contract Review Board (LCRB) for the district. [The LCRB has not adopted its own rules of procurement. Consequently, the *Oregon Attorney General's Model Public Contracting Rules*¹ shall apply to the district.²

Additionally, the district may include as part of its procedures portions of the Oregon Department of Administrative Services administrative rules governing Public Contract Exemptions, OAR Chapter 125, Divisions 246 - 249.

The LCRB may make the written findings required by law for exemptions from competitive bidding. Such findings shall be maintained by the district and made available on request.

The district may not artificially divide or fragment a procurement to reduce the procurement requirements.

The superintendent may develop administrative regulations or procedures to assist with the implementation of this policy and applicable procurement rules.

Goods and Services

The district will purchase goods and services through the following procedures, unless an exception applies:

1. **Small Procurement.** For purchases of goods and services with a contract price not exceeding \$25,000, the district can use any manner deemed practical or convenient, including direct selection or award. Amendments to a contract awarded through small procurement must be in accordance with OAR 137-047-0800.
2. **Intermediate Procurement.** For purchases of goods and services with a contract price exceeding \$25,000, but not exceeding \$250,000, the district shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The district will keep record of the request and quotes. If three quotes are not reasonably available, fewer will suffice, but the district will make a written record of the effort made. The district may negotiate with a

¹ Oregon Administrative Rules (OAR) 137-045 - 049

² See ORS 279A.065(5). {The LCRB can formally adopt the AG rules. If the LCRB formally adopts the rules, the district is required to review the AG rules each time there is a modification.}

prospective contractor to clarify the quote or offer, or to effect modifications. Amendments to a contract awarded through intermediate procurement must be in accordance with OAR 137-047-0800.

3. Regular Procurement. For purchases exceeding \$250,000, the district will use competitive sealed bids (OAR 137-047-0255) or competitive sealed proposals (OAR 137-047-0260). Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-047-0800.
4. Emergency Procurements. In situations of emergency³, the LCRB or designee may authorize an emergency procurement. In an emergency procurement, the district is not required to follow general procurement requirements. The district must ensure competition for the contract that is reasonable and appropriate under the circumstances. The district must document the nature of the emergency and the method used for the selection of the contractor.
5. Sole-source Procurements. If the LCRB or designee determines that the goods or services are available from only one source, the district may award a contract without competition. To the extent reasonably practicable, the district shall negotiate with the sole source to obtain contract terms that are advantageous to the district. The determination of sole source must be based on written findings and may include:
 - a. That the efficient utilization of existing goods requires acquiring compatible goods or services;
 - b. That the goods or services required to exchange software or data with other public or private agencies are available from only one source;
 - c. That the goods or services are for use in a pilot or experimental project; or
 - d. Other findings that support the conclusion that the goods or services are available from only one source.⁴
6. Special Procurements. “Special procurement” means a contract or class of contracts that use a contracting procedure other than competitive sealed proposals, competitive sealed bidding, small procurement or intermediate procurement. Special procurements require LCRB approval and will be conducted in accordance with ORS 279B.085, OAR 137-047-0285[, and] this policy [and administrative regulation DJC-AR - Exemptions from Competitive Bidding and Special Procurement].^{5}
7. Personal Services Contracts. “Personal services contract,” as used in this policy, means a contract whose primary purpose is to acquire specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.⁶ Unless otherwise designated by the LCRB, personal services contracts will be procured

³ “Emergency” means circumstances that:

1. Could not have been foreseen;
2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
3. Require prompt execution of a contract to remedy the condition.

⁴ If the contract does not exceed \$250,000, using intermediate procurement is likely less burdensome than sole source.

⁵ {If the LCRB has designated contracts or classes of contracts as special procurements, include this information along with reference to the LCRB action.}

⁶ This includes, but is not limited to, contracts for the services of an accountant, physician or dentist, educator, consultant (including a provider under an Architectural and Engineering Service Contract), broadcaster, or artist (including a photographer, filmmaker, painter, weaver or sculptor (OAR 137-045-0010(19))). Also includes architectural, engineering, photogrammatic

in accordance with applicable procurement laws. The LCRB may designate certain service contracts or classes of service contracts as personal services contracts and exempt them from competitive bidding.^{7} All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price. Personal service contractors may be required to qualify as independent contractors in accordance with applicable laws.⁸

Procurements for services estimated to be in excess of \$250,000 shall go through the cost analysis and feasibility process in accordance with ORS 279B.030.

Public Improvements

“Public improvement” means a project for construction, reconstruction or major renovation on real property by or for the district.⁹ The district will contract for public improvements using the following procedures, unless an exception applies.

1. Public improvements contracts with a value of less than \$25,000 are exempt from competitive bidding.
2. Intermediate Procurements. For public improvement contracts not exceeding \$100,000, the district may utilize three quotes¹⁰:
 - a. The request for the quotes shall be in writing (unless not reasonably practicable)¹¹;
 - b. The request for quotes shall include the selection criteria and if the criteria are not of equal value, their relative value or ranking.

The district shall award the contract to the prospective contractor whose quote will best serve the interest of the district, based on the selection criteria. If the award is not made to the offeror and quote with the lowest price, the district will make a written record of the basis for the award. Amendments to a contract awarded via intermediate procurement may be increased in accordance with OAR 137-049-0160(6)-(7).

3. Regular Procurements. For purchases exceeding \$100,000, the district will use invitation to bid or request for proposals except as otherwise allowed by law. See OAR 137-049-0130 and OAR 137-

mapping, transportation planning or land surveying services procured under ORS 279C.105 (ORS 279C.100) and related services procured under ORS 279C.120 (ORS 279C.100(5)).

⁷ {If the LCRB has designated contracts or classes of contracts as personal services contracts, include this information along with reference to the LCRB action.}

⁸ See ORS 670.600 and OAR 459-005-0020.

⁹ Public improvement does not include:

1. Projects for which no funds of the district are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
2. Emergency work, minor alternation, ordinary repair or maintenance necessary to preserve a public improvement.

¹⁰ If three quotes are not reasonably available, the district shall make a written record of the effort made to obtain these quotes.

¹¹ For Public Works Contracts, oral quotations may only be utilized in the event that written copies of prevailing wage rates are not required by the Bureau of Labor and Industries.

049-0640. Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-049-0910.

4. Emergency Procurements. Emergency contracts for construction services are not considered public improvement contracts and will be procured in accordance with OAR 137-049-0140 and OAR 137-049-0150.
5. Community Benefit Contracts. “Community benefit contract” means a public improvement contract that includes, but is not limited to, terms and conditions that require the contractor to:
 - a. Qualify as a training agent, as defined in ORS 660.010, or provide apprenticeship training that meets applicable federal and state standards for apprenticeship training;
 - b. Employ apprentices to perform a specified percentage of work hours that workers in apprentice able occupations perform on the community benefit project;
 - c. Provide employer -paid family health insurance; and
 - d. Meet any other requirements that the LCRB sets forth.

Community benefits contracts may be procured in accordance with ORS 279C.308.

6. Construction Manager/General Contractor (CM/GC) Procurement. The district shall procure CM/GC services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3) and OAR 137-049-0690, which requires “the assistance of legal counsel with substantial experience and necessary expertise in using the CM/GC Method, as well as knowledgeable staff, consultants or both staff and consultants who have demonstrated capability of managing the CM/GC process in the necessary disciplines of engineering, construction scheduling and cost control, accounting, legal, Public Contracting and project management.”

END OF POLICY

Legal Reference(s):

[ORS Chapter 279](#)
[ORS Chapter 279A](#)
[ORS Chapter 279B](#)
[ORS Chapter 279C](#)

[ORS 670.600](#)
[OAR Chapter 125](#), Divisions 246 -
249

[OAR Chapter 137](#), Divisions 045 -
049
[OAR 459-005-0020](#)

[OREGON PROCUREMENT MANUAL](#), Oregon Department of Administrative Services.

OSBA Model Sample Administrative Regulation

Code: DJC-AR

Revised/Reviewed:

Exemptions from Competitive Bidding and Special Procurements

{This optional administrative regulation is intended to provide guidance for the district in preparing a request for special procurement to the Local Contract Review Board (LCRB). This administrative regulation is not intended as procurement rules in place of the *Attorney General's Model Public Contracting Rules* or rules adopted by the LCRB.}

All public contracts shall be based upon competitive bids or proposals, except the following:

1. Contracts below threshold levels in accordance with ORS 279B.065 (small procurements for goods and services), 279B.070 (intermediate procurements for goods and services) and 279C.412 (intermediate procurements for public improvements);
2. Special procurements for goods and services in accordance with ORS 279B.085 and OAR 137-047-0285;¹
3. Contracts which have been exempted under ORS 279A.025 and 279C.335; and
4. Any other contract exempted by law.

SPECIAL PROCUREMENTS FOR GOODS AND SERVICES

To proceed with a special procurement, the district shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB). This request shall describe the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement, and circumstances that justify the use of a special procurement.

The special procurement must be unlikely to encourage favoritism in the awarding of a public contract or to substantially diminish competition for public contracts; and (A) must be reasonably expected to result in substantial cost savings to the district or to the public; or (B) must substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or any related rules.

After LCRB approval, the district may proceed with a special procurement. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district.

When the LCRB approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

¹ Procurement law for goods and services uses the term "special procurement." Procurement law for public improvement contracts does not use the term "special procurement," but a comparable exemption is allowed under ORS 279C.335.

The following are additional considerations and requirements for specific types of special procurements. The request submitted to the LCRB should address these provisions and satisfy any requirements.

Brand Names or Equal²

1. “Brand name or equal specification” means a specification that uses one or more manufacturers’ names, makes, catalog numbers or similar identifying characteristics needed to meet the district’s requirements and that authorizes bidders or proposers to offer goods or services that are equivalent or superior to those named or described in the specification.
2. “Brand name specification” means a specification limited to one or more products, brand names, makes, manufacturer’s names, catalog numbers or similar identifying characteristics.”
3. “Specification” means any description of the physical or functional characteristics of, or of the nature of, goods or services to be procured by a contracting agency.³

A brand name or equal specification may be used when the use of a brand name or equal specification is advantageous to the district because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the district. The district is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final. Nothing in the law or this administrative regulation may be construed as prohibiting the district from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the contracting agency.

A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

1. That use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts;
2. That use of a brand name specification would result in substantial cost savings to the contracting agency;
3. That there is only one manufacturer or seller of the product of the quality, performance or functionality required; or
4. That efficient utilization of existing goods requires the acquisition of compatible goods or services.

Advertising Contracts, Purchase of⁴

The district traditionally purchases advertising in newspapers, however, the district may also purchase advertising in other media, such as radio, television or the internet. Advertising contracts may be procured without competitive procurement based on findings of:

² For additional guidance, see OAR 125-247-0691.

³ Specification may include a description of any requirement for inspecting, testing or preparing goods or services for delivery.

⁴ See OAR 125-247-0288(5) for additional guidance.

1. Advertisements are placed in a particular source because of the specific audience that source serves;
2. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
3. Cost savings are difficult to quantify where the sources are unique and not interchangeable;
4. Advertisements may be placed to satisfy legal notice or Board policy requirements;
5. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;
6. The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities; or
7. It is unknown whether contracts for advertisements placed with radio, television, the internet or other media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible, savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.

Advertising Contracts, Sale of

The district may sell advertising for district publications and activities, regardless of a dollar amount, without competitive bidding, including school newspapers, yearbooks, athletic programs, drama or music programs and the like.

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. The district itself would not achieve any increased revenue to the General Fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

Equipment Repair and Overhaul⁵

The district may enter into a public contract for equipment repair or overhaul without competitive bidding when competitive procurement is not practical. This may include when service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing, or service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source. The district will use a competitive procedure to the extent practicable.

If the repair or overhaul qualifies as an emergency, the district may use emergency procurement procedures.

Copyrighted Materials

⁵ For additional guidance, see OAR 127-247-0288(6).

Contracts for the procurement or distribution of textbooks are exempt from public procurement requirements. Purchase of copyrighted materials available from only one source may be procured through the sole source procedures. Requests for special procurement approval for the purchase of other copyrighted materials may be submitted to the LCRB with supporting information.

Used Personal Property or Equipment, Purchase⁶

The district may purchase used property or equipment without obtaining competitive bids or quotes, if at the time of purchase, the LCRB has determined that the purchase will result in substantial cost savings to the district or promote the public interest and will unlikely diminish competition or encourage favoritism. “Used personal property or equipment” is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as “used,” at the time of district purchase.

Information Technology and Telecommunication Contracts⁷

The district may enter into a contract to acquire information technology hardware and software and services (including telecommunications) without competitive bidding if, the LCRB has determined that the purchase will result in substantial cost savings to the district or promote the public interest and will unlikely diminish competition or encourage favoritism.

Renegotiation of Existing Contracts with Incumbent Contractors

The district may amend or renegotiate contracts with existing vendors, service providers or other parties in accordance with OAR 137-047-0800.

EXEMPTIONS FOR PUBLIC IMPROVEMENT CONTRACTS

Oregon law⁸ allows for exceptions to competitive bidding for public improvement contracts or classes of contracts when the LCRB approves findings that:

1. The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts; and
2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the district.

In approving a finding, the LCRB shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

⁶ For additional guidance, see OAR 125-247-0288(10). When contracting with another governmental entity, a district has a statutory exception under ORS 279A.025. The district may purchase state/federal surplus property through the Department of Administrative Services, State Services Division for Surplus Property. For more information on this program, contact DAS at 503-378-4714.

⁷ For additional guidance, see OAR 127-247-0185.

⁸ See ORS 279C.335.

1. How many persons are available to bid;
2. The construction budget and the projected operating costs for the completed public improvement;
3. Public benefits that may result from granting the exemption;
4. Whether value engineering techniques may decrease the cost of the public improvement;
5. The cost and availability of specialized expertise that is necessary for the public improvement;
6. Any likely increases in public safety;
7. Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement;
8. Whether granting the exemption will affect the sources of funding for the public improvement;
9. Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
10. Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;
11. Whether the public improvement involves new construction or renovates or remodels an existing structure;
12. Whether the public improvement will be occupied or unoccupied during construction;
13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
14. Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

In granting this exemption, the LCRB shall:

1. If appropriate, direct the use of alternative contracting methods that take account of market realities and modern practices and are consistent with the public policy of encouraging competition;
2. Require and approve or disapprove written findings by the district that support awarding a particular public improvement contract or a class of public improvement contracts, without the competitive bidding requirements. The findings must show that the exemption complies with the requirements outlined in this administrative regulation; and
3. If the procurement involves construction manager/general contractor services, require the district conduct the procurement in accordance with OAR 137-049-0690.

Notification of a proposed exemption under this section must be published in at least one trade newspaper of general statewide circulation a minimum of 14 days before the date on which the LCRB intends to take action to approve or disapprove the exemption. The notice must state that in response to a written request, the district will hold a public hearing for the purpose of taking comments on the draft findings for an exemption from the competitive bidding requirement.⁹ If a hearing is held, the district shall offer an opportunity for any interested party to appear and comments. If the district must act promptly because of circumstances beyond the district's control that do not constitute an emergency, notification of the proposed exemption may be published simultaneously with the district's solicitation of contractors, as long as responses to the solicitation are due at least five days after the agency intends to take action to approve or disapprove the proposed exemption.

⁹ The district may hold a hearing even if there is no written request.

Ashland School District 5

Code: DJC
Adopted: 12/11/06
Revised/Readopted: 5/08/17; 12/14/23
Orig. Code: DJC

Bidding Requirements

The Board is the Local Contract Review Board (LCRB) for the district. All public contracts shall be invited in accordance with applicable competitive procurement provisions of Oregon Revised Statutes (ORS) and adopted public contracting rules.

The Board, acting as its own LCRB, adopts¹ the *Oregon Attorney General's Model Public Contract Rules*, Oregon Administrative Rule (OAR) Chapter 137, Divisions 046 through 049 in effect at the time this policy is adopted.

The district shall procure the construction manager/general contractor services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3).

Additionally, the Board may include as part of its rules portions of the Oregon Department of Administrative Services rules governing Public Contract Exemptions, OAR Chapter 125, Divisions 246-249 in effect at the time this policy is adopted.

The Board may make the written findings required by law for exemptions from competitive bidding. Such findings shall be maintained by the district and made available on request.

The district shall review its rules each time the Attorney General adopts a modification of the model rules, as required by ORS 279A.065(6)(b) to determine whether any modifications need to be made to district rules to ensure compliance with statutory changes. Modifications will be made only following review by the district's legal counsel. New rules, as necessary, shall be adopted by the Board. In the event it is unnecessary to adopt new rules, Board minutes will reflect that the review process was completed as required.

The Board, acting as the LCRB, may enact a resolution that authorizes the district to designate a public improvement as a community benefit contract per the requirements included in ORS 279C.300 to 279C.470.

Procurements for services estimated to be in excess of \$250,000 shall go through the cost analysis and feasibility process described in ORS 279B.

END OF POLICY

¹Public Contracts shall be governed by ORS Chapter 279, 279A, 279B and 279C. Additionally, the Board may, as provided by ORS 279A.065, adopt the Oregon Attorney General's Model Public Contract Rules, OAR Chapter 137 governing purchasing/bid procedures. The Board may also adopt the Oregon Department of Administrative Services rules governing Public Contract Exemptions, OAR Chapter 125. The Board may adopt portions of those rules or adopt its own rules. A Board that has not established its own rules of procedure for public contracts is subject to the model rules (OAR Chapter 137) adopted by the Attorney General.

Legal Reference(s):

ORS Chapters [279](#), [279A](#), [279B](#) and [OAR Chapter 125](#), Divisions 246-249
[279C](#)

OR. DEP'T OF JUSTICE, OR. ATT'Y GENERAL'S PUBLIC CONTRACTS MANUAL.

Cross Reference(s):

DJ - District Purchasing
DJCA - Personal Services Contracts
DJG - Vendor Relations
EH - Electronic Data Management

DELETED

Ashland School District 5

Code: **DJCA**
Adopted: 12/11/06
Readopted: 5/08/17
Orig. Code(s): DJCA

Personal Services Contracts

The district may enter into personal services contracts with qualified professionals as provided by Oregon Revised Statute (ORS) 279A.055. "Personal services contracts," as used in this policy, shall be defined to include those services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include, but are not limited to: architects; engineers, surveyors; attorneys; accountants; auditors; computer programmers; artists; designers; performers; and consultants. The superintendent or designee shall have the authority to determine whether a particular service is a "personal service" under this definition. The district may enter into a personal services contract with a current district employee only when the individual meets independent contractor status in accordance with state, Public Employees Retirement System (PERS) and Internal Revenue Service (IRS) requirements.

Selection of a personal services contractor will be based primarily on qualifications and performance history, expertise, knowledge and creativity and the ability to exercise sound professional judgment.

All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price.

Contracts for personal services in excess of \$75,000 shall require prior Board approval.

The superintendent will develop administrative regulations as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS Chapters 279](#)

[ORS Chapters 279A, 279B and 279C](#)

[ORS 332.107](#)

[ORS 670.600](#)

[OAR 459-010-0030](#)

INTERNAL REVENUE SERVICE, PUBLICATION 1779: INDEPENDENT CONTRACTOR OR EMPLOYEE (Rev. 3-2012).

Cross Reference(s):

DJC - Bidding Requirements

OSBA Model Sample Policy

Code: JHCD

Adopted:

Medications**/*

{Required policy. The requirement for policy comes from ORS 339.866 (2).}

The district recognizes administering a medication to a student and/or permitting a student to administer a medication to themselves, may be necessary to allow the student to attend school. Therefore, the district allows medication, including injectable medications, to be administered to a student by designated personnel and the administration of medication by a student to themselves without assistance from designated personnel, subject to criteria established by the district and in accordance with Oregon law.

The district shall designate personnel authorized to administer medications to students. Medications, including injectable medications, may be administered by designated district personnel as part of a formal delegation by a registered nurse. Annual training shall be provided to designated personnel in accordance with law. The training will align with the ODE Medication Administration Training and include discussion of this policy, procedures and materials, including but not limited to, procedures outlined in administrative regulation JHCD-AR - Medications.

When a licensed health care professional is not immediately available, trained personnel designated by the district may administer epinephrine, glucagon, treatment for adrenal insufficiency, or another medication to a student as prescribed and/or as otherwise allowed by Oregon law.

A current first-aid/CPR/AED card is required for designated personnel.

The district reserves the right to reject a request for administration of medication at school, either by district personnel or student self-administration, if the medication is not necessary for the student to remain in school.

The district may revoke permission given to a student to self-administer medication if the student does not responsibly self-administer the medication or abuses the use of the medication, as determined by district personnel.

Medications will be handled, stored, monitored, disposed of and records maintained in accordance with law and established district procedures governing the administration of prescription or nonprescription medications to students, including procedures for the disposal of sharps and glass.

A process shall be established by which, upon parent or guardian written request, a backup medication is kept at a reasonably, secure location in the student's classroom as provided by state law.

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on district premises who the person believes in good faith is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

[¹] A non-injectable short-acting opioid antagonist may be administered to any student or other individual by district personnel (whether or not they have received training on administering medications) on district premises who the individual administering the short-acting opioid antagonist believes in good faith is experiencing an opioid overdose.

A school administrator, teacher or other school employee, may administer a short-acting opioid antagonist to a student who experienced or is experiencing an opioid overdose without written permission and instructions of the student’s parents or guardian.]

This policy shall not prohibit, in any way, the administration of recognized first aid to a student by district employees in accordance with established state law, Board policy and administrative regulation.

The superintendent shall develop administrative regulations to meet the requirements of law and the implementation of this policy.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)
[ORS 339.866 - 339.871](#)
[ORS 433.800 - 433.830](#)
[ORS 689.800](#)
[OAR 166-400-0010\(17\)](#)
[OAR 166-400-0060\(29\)](#)
[OAR 333-055-0000 - 0035](#)
[OAR 581-021-0037](#)
[OAR 581-022-2220](#)
[OAR 851-047-0000 - 0030](#)

¹ {The district is not required to provide or administer this medication. If the district is going to provide for, and administer this medication, this policy language is required. If the district does not intend to provide or administer this medication, there is no requirement to include this language in this policy.}

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).
OREGON HEALTH AUTHORITY AND OREGON DEPARTMENT OF EDUCATION, *Medication Administration: A Manual for School Personnel*.
House Bill 1552 (2024).

OSBA Model Sample Administrative Regulation

Code: JHCD-AR

Adopted:

Medications**/*

{Required administrative regulation. The requirement comes from ORS 339.866 (2).}

Students may, subject to the provisions of this administrative regulation, have prescription or nonprescription medication administered by designated district personnel, or may be permitted to administer prescription or nonprescription medication to themselves.

1. Definitions¹

- a. ["Administer" means the direct application of a drug or device whether by injection, inhalation, ingestion, or any other means, to the body of a patient or research subject by: (1) a practitioner or the practitioner's authorized agent; or (2) the patient or research subject at the direction of the practitioner. (ORS 689.005)]
- b. "Adrenal crisis" means a sudden, severe worsening of symptoms associated with adrenal insufficiency, such as severe pain in the lower back, abdomen or legs, vomiting, diarrhea, dehydration, low blood pressure or loss of consciousness. (ORS 433.800)
- c. "Adrenal insufficiency" means a hormonal disorder that occurs when the adrenal glands do not produce enough adrenal hormones. (ORS 433.800)
- d. "Asthma" means a chronic inflammatory disorder of the airways that requires ongoing medical intervention. (ORS 339.866)
- e. "Delegation" means a formal delegation of a nursing procedure by a registered nurse to district personnel in accordance with the Oregon Nurse Practice Act. (OAR Chapter 851)
- f. "Designated personnel" means the school personnel designated and trained to administer medication pursuant to district policy and procedure.
- g. "Medication" means medication that is not injected; premeasured doses of epinephrine that are injected; medication that is available for treating adrenal insufficiency; and Naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug. "Medication" also means any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student's Oregon licensed health care professional for asthma or severe allergies. "Medication" does not include nonprescription sunscreen. (ORS 339.866; ORS 339.867)
- h. "Nonprescription medication" means nonprescription drugs as defined in ORS 689.005, which means drugs that may be sold without prescription and that are prepackaged for use by the consumer and labeled in accordance with the requirements of the statutes and regulations of this state and the federal government. (OAR 581-021-0037)
- i. "Notice of a diagnosis of adrenal insufficiency" means written notice to the district from the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student's primary care provider that includes the student's diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat

¹ There are several laws that apply to medications in schools. Some of these laws have unique definitions that may apply in specific situations. If the applicable law uses a definition that varies from the definition here, use the definition in the law.

adrenal insufficiency crisis, and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered. (OAR 581-021-0037)

- j. [“Opioid overdose” means a medical condition that causes depressed consciousness, depressed respiratory function or the impairment of vital bodily functions as a result of ingesting opioids. (ORS 689.800)]
- k. “Prescriber²” means a “practitioner” as defined in ORS 689.005, which means a person licensed and operating within the scope of such license to prescribe, dispense, conduct research with respect to or administer drugs in the course of professional practice or research: (a) in this state; or (b) in another state or territory of the U.S. if the person does not reside in Oregon and is registered under the federal Controlled Substances Act. (OAR 581-021-0037)
- l. “Prescription medication” means a “prescription drug” as defined in ORS 689.005, which means a drug that is: required by federal law, prior to being dispensed or delivered, to be labeled with “Caution: Federal law prohibited dispensing without prescription” or “Caution: Federal law restricts this drug to use by or on the order of a licensed veterinarian”; or required by any applicable federal or state law or regulation to be dispensed on prescription only or is restricted to use by practitioners only.
- m. “Severe allergy” means a life-threatening hypersensitivity to a specific substance such as food, pollen, or dust. (ORS 339.866)
- n. “Short-acting opioid antagonist” means any short-acting drug approved by the U.S. Food and Drug Administration for the complete or partial reversal of an opioid overdose. (ORS 689.800)

2. Designated Staff/Training

- a. Medications, including injectable medications, may be administered by trained personnel as part of a formal delegation by a registered nurse.
- b. The principal, in consultation with the school nurse, will designate district personnel authorized to administer prescription or nonprescription medication to a student which takes into account when the student is in school, at a district-sponsored activity, under the supervision of district personnel, or in transit to or from school-or district-sponsored activities, and may include when a student is in a before-school or after-school care program on school-owned property when required by law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules, policy and this administrative regulation.
- c. The district will provide staff who are designated personnel to administer prescription or nonprescription medication access to a school nurse.
- d. The principal will ensure the annual training required by Oregon law is provided to designated district personnel. Training must be conducted by a qualified trainer, which is a person who is familiar with the delivery of health services in a school setting and who is either a registered nurse licensed by the Oregon State Board of Nursing or a prescriber. District personnel designated to administer epinephrine, glucagon, and medication to treat adrenal insufficiency shall be trained using related training developed by the Oregon Health Authority (OHA). The first training and every third training thereafter shall be provided in-person³. During

² A registered nurse who is employed by a district or local public health authority to provide nursing services at a district may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the district for not more than 90 days.

³ An online training may qualify as “in-person” when these measures are met: content is provided via synchronous, interactive online sessions with a trainer and learners visible on screen; trainers must be licensed and work within their scope of practice;

- subsequent years, designated district personnel may complete an online training so long as a trainer is available following the training to answer questions and provide clarification.
- e. The training for district personnel will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, discussion of the following: safe storage, administration, handling and disposing of medications; accessibility of medication during an emergency; record keeping; whether response to medication should be monitored by designated personnel and the role of designated personnel in such monitoring; emergency medical response procedures following administration of the medication; confidentiality of health information; and assessment of gained knowledge. Training as recommended and/or approved by ODE will be used.
 - f. The district shall maintain documentation of district personnel's completion of training in accordance with OAR 166-400-0010.

3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained district personnel to any student or other individual on district premises who the person believes in good faith is experiencing a severe allergic response, regardless of whether the student or individual has a prescription for epinephrine.

4. Administering Short-Acting Opioid Antagonists

[⁴] A short-acting opioid antagonist may be administered by any district personnel⁵ to any student or other individual, on school premises who the individual administering the short-acting opioid antagonist believes in good faith is experiencing an overdose of an opioid drug.

The [principal] [or [school] [district] nurse] shall immediately notify the parent or guardian of a minor student enrolled in a school within the district when a short-acting opioid antagonist is administered to the student while at school, on school property under the jurisdiction of the district or at any activity under the jurisdiction of the district.]

The district shall provide to the parent or legal guardian of each minor student enrolled in a school in the district information regarding short-acting opioid antagonists. The information will include at least:

- a. A description of short-acting opioid antagonists and their purpose;
- b. A statement regarding, in an emergency situation, the risks of administering to an individual a short-acting opioid antagonist and the risks of not administering to an individual a short-acting opioid antagonist;
- c. A statement identifying which schools in the district, if any, have short-acting opioid antagonists, and the necessary medical supplies to administer short-acting opioid antagonists, onsite and available for emergency situations; and

and include in-person, skills demonstration for training developed by the Oregon Health Authority for epinephrine, glucagon, and for medication to treat adrenal insufficiency.

⁴ {If the district plans to provide for, and administer a short-acting opioid antagonist, this bracketed language is highly recommended. If the district does not intend to provide and/or administer this medication, there is no requirement to include this language.}

⁵ Including district personnel who have not received medication administration training.

- d. A statement that a representative of the district may administer a short-acting opioid antagonist to a student in an emergency if the student appears to be unconscious and experiencing an opioid overdose.

5. Administering of Medication to a Student Experiencing Symptoms of Adrenal Crisis

A student experiencing symptoms of adrenal crisis while the student is in school, at a district-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and/or in transit to or from a school or a district-sponsored activity, may be treated by designated personnel and shall be subject to the following:

- a. Upon notice of a diagnosis of adrenal insufficiency, as defined in Oregon Administrative Rule (OAR) 581-021-0037, the building principal of the school the student attends will designate one or more district personnel to receive training and be responsible for administering the medication to treat adrenal insufficiency to a student in the event the student exhibits symptoms the district personnel believe in good faith indicate the student is experiencing symptoms of adrenal crisis;
- b. The designated personnel will successfully complete required training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis;
- c. The student's parent or guardian must provide adequate supply of the student's prescribed medication to the district;
- d. The district will develop an individualized health care plan for the student;
- e. In the event that a student experiences symptoms of adrenal crisis and the designated personnel determines the medication to treat adrenal insufficiency should be administered, any available district staff member will immediately call 911 and the student's parent or guardian.

6. Administering Medication to a Student

- a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:
 - (1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:
 - (a) The written permission of the student's parent or guardian; and
 - (b) The written instruction from the prescriber for the administration of the medication to the student that includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;
 - (v) Frequency of administration;
 - (vi) Other special instructions from the prescriber, if any; and
 - (vii) Signature of the prescriber.

The prescription medication is provided in the original prescription packaging by the student's parent or guardian. The prescription label prepared by a pharmacist at the direction of the prescriber, will be sufficient to meet this requirement if it contains the information listed in (i)-(vi) above.

- (2) A written request for designated personnel to administer nonprescription medication to a student must be submitted to the school office and is subject to the following:
 - (a) The nonprescription medication is necessary for the student to remain in school;
 - (b) The nonprescription medication is:
 - (i) Provided in the original manufacturer's container by the student's parent or guardian; or
 - (ii) Is part of the district's stock medication program in compliance with the Oregon Board of Pharmacy rules including OAR 855-035-0005.
 - (c) The written instruction and permission from the student's parent or guardian for the administration of the nonprescription medication⁶ includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;
 - (v) Frequency of administration;
 - (vi) Other special instructions, if any; and
 - (vii) Signature of the student's parent or guardian.

If the written instruction is not consistent with the manufacturer's guidelines for the nonprescription medication, the written instruction must also include a written order allowing the inconsistent administration signed by a prescriber.

- (d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Dosage;
 - (iv) Method of administration;
 - (v) Frequency of administration;
 - (vi) A statement that the medication must be administered while the student is in school;
 - (vii) Other special instructions, if any; and
 - (viii) Signature of the prescriber.

⁶ For nonprescription medication that is not approved by the Food and Drug Administration (FDA), see requirements in 6.a.(2)(d).

- b. The principal or designee will require an individualized health care plan or allergy plan be developed for every student with a need to manage asthma or a known life-threatening allergy. A plan will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic responses, and include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity;
- c. A student being administered a medication may be monitored by designated personnel to monitor the student's response to the medication;
- d. A determination will be made by the district on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;
- e. It is the student's parent or guardian's responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
- f. It is the student's parent or guardian's responsibility to ensure that the school is informed in writing of any changes in medication instructions;
- g. In the event a student refuses medication, the parent or guardian will be notified immediately. No attempt will be made to administer medication to a student who refuses a medication;
- h. Any error in administration of a medication will be reported to the parent or guardian immediately and documented on a medication administration record. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;
- i. Medication shall not be administered until the necessary permission form and written instructions have been submitted and received as required by the district.

7. Administration of Medication by a Student to Themselves

- a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer prescription or nonprescription medication to themselves without assistance from designated personnel and is subject to the following:
 - (1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:
 - (a) The written permission from a parent or guardian and other documentation requested by the district must be submitted for self-medication of all prescription medications;
 - (b) If the student has asthma or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment that the student has been instructed in the correct and responsible use of the prescribed medication;
 - (c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a district setting.

- (2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication⁷ and must have:
 - (a) The written permission of the student’s parent or guardian;
 - (b) The student’s name affixed to the manufacturer’s original container; and
 - (c) The permission to self-administer medication from a building administrator.

- (3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:
 - (a) The written permission of the student’s parent or guardian; and
 - (b) A written order from the student’s prescriber that includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Dosage;
 - (iv) Method of administration;
 - (v) Frequency of administration;
 - (vi) A statement that the medication must be administered while the student is in school, at a district-sponsored activity, under the supervision of district personnel, or in transit to or from school or district-sponsored activities;
 - (vii) Other special instructions, if any; and
 - (viii) Signature of the prescriber.

- b. A determination will be made by the district on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;
- c. A student may have in their possession only the amount of medication needed for that school day, except for manufacturer’s packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
- d. The sharing and/or borrowing by a student of any medication with another student is strictly prohibited^[8];
- e. The district personnel will request backup medication, when the medication is to treat a student’s asthma or severe allergy emergency, from the student’s parent or guardian. Backup medication, if provided by a student’s parent or guardian, will be kept at the student’s school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;
- f. A student shall not administer medication to themselves until the necessary permission form and written instructions have been submitted as required by the district;
- g. The permission for a student to administer medication to themselves may be revoked if the student does not responsibly self-administer the medication or abuses the use of the medication as determined by district personnel;
- h. A student may be subject to discipline, up to and including expulsion, as appropriate for violations of these procedures;

⁷ For nonprescription medication that is not approved by the Food and Drug Administration (FDA), see requirements in 7.a.(3).

⁸ [Except for short-acting opioid antagonists.]

- i. A student permitted to administer medication to themselves may be monitored by designated personnel to monitor the student's response to the medication[.] [;]
- j. [The district allows the application of and use by students of nonprescription sunscreen, including sunscreen that contains para-aminobenzoic acid, without any required documentation from a licensed health care professional per ORS 339.874.]

8. Handling, Monitoring and Safe Storage of Medication Supplies for Administration of Medication

- a. Any medication must be delivered to the school in its original manufacturer's or current prescription container, accompanied by the permission form and written instructions, as required above.
- b. Prescription medication must always be the most current prescription and kept in the original, labeled container.
- c. Nonprescription medication must be kept in original manufacturer's bottle or box.
- d. [Never administer medication sent to school in unlabeled containers.]
- e. [Never repackage medication into a plastic bag or other container for any reason.]
- f. [Medication in any form categorized as a sedative, stimulant, anti-convulsive, narcotic analgesic or psychotropic medication will be counted or measured by designated personnel or parent or guardian in the presence of another district employee upon receipt [and initialed by the two individuals who counted or witnessed the procedure], documented in the student's medication administration record (MAR) and routinely monitored during storage and administration. Any discrepancies will be reported to the [school] [district] nurse or principal immediately and documented in the student's MAR. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.]
- g. Designated personnel will follow the written instructions of the prescriber and the student's parent or guardian, and training guidelines as may be recommended by ODE for administering all forms of prescription and/or nonprescription medications.
- h. [Medication will be secured as follows:
 - (1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box in a secure area;
 - (2) Medications requiring refrigeration will be stored in a locked box in a refrigerator or in a separate refrigerator used solely for the storage of medication in a secure area;
 - (3) Access to medication storage keys will be limited to the principal and designated personnel.]
- i. [Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.]
- j. When medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian immediately.

9. Emergency Response

- a. Designated personnel will immediately call 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects and allergic reactions, including the administration of epinephrine. The parent or guardian[, [school] [district] nurse] and principal will be notified immediately.
- b. Adverse reactions which result from district-administered medication or from student self-medication will be reported to the parent or guardian immediately.

- c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.
- d. Any available staff will immediately call 911 when a short-acting opioid antagonist is administered to any student or other individual on district premises.

10. Disposal of Medications

- a. [Medication not picked up by the student's parent or guardian, at the end of the school year or within [five] school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in the presence of another school employee. The medication may be disposed through a designated drug take-back collection program or in a nonrecoverable fashion as follows:
 - (1) Medication will be removed from its original container and personal information will be destroyed;
 - (2) Mix with an undesirable substance, e.g., coffee grounds, used cat litter;
 - (3) Place in a plastic bag or other sealable container, e.g., such as an empty plastic container; and
 - (4) Place the sealed container with the mixture in the trash as close to garbage pickup time as possible, to prevent theft and misuse.]
- b. [Prescriptions will never be flushed down the toilet or drain or burnt with other waste.]
- c. [Sharps and glass will be disposed of in accordance with state guidelines.]
- d. [All medication will be disposed of by designated personnel following DEQ guidelines and documented on the student's MAR as described below.]

11. Transcribing, Recording and Record Keeping

- a. A medication administration record (MAR) will be maintained for each student administered medication by the district. [The MAR will be in paper⁹ or electronic form and will include, but not be limited to:
 - (1) The full name of the student, date of birth, name of medication, dosage, method of administration, date and time of administration, frequency of administration and the name of the person administering the medication;
 - (2) Student refusals of medication;
 - (3) Errors in administration of medication;
 - (4) Incidents of emergency and minor adverse reaction by a student to medication;
 - (5) Discrepancies in medication supply;
 - (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.]
- b. A MAR for medication administered as part of an IEP goal should be maintained in the IEP record at the end of each school year.

⁹ If a paper record is kept, the record will be documented in blue or black ink, and never in pencil or with use of white-out.

- c. All records relating to administration of medications, including permissions and written instructions, will be maintained. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).
- d. All records relating to the training of designated district personnel will be maintained by the district in accordance with applicable provisions of OAR 166-400-0010.
- e. Student health information will be kept confidential. Access shall be limited to those designated personnel authorized to administer medication to students, the student and their parent or guardian. Information may be shared with school personnel with a legitimate educational interest in the student or others authorized by the parent or guardian in writing or others as allowed under state and federal law.

[Non-liability Provisions for Administration of Prescription and Nonprescription Medications and Short-Acting Opioid Antagonists

A school administrator, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration of nonprescription medication, if the school administrator, teacher or other school employee in good faith administers nonprescription medication to a student pursuant to written permission and instructions of the student’s parents or guardian.

A school administrator, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration of prescription medication, if the school administrator, teacher or other school employee in compliance with the instructions of a physician, physician assistant, nurse practitioner, naturopathic physician or clinical nurse specialist, in good faith administers prescription medication to a student pursuant to written permission and instructions of the student’s parents or guardian.

A person may not maintain an action for injury, death or loss that results from acts or omissions of a school administrator, teacher or other school employee during the administration of a short-acting opioid antagonist unless it is alleged and proved by the complaining party that the school administrator, teacher or other school employee was grossly negligent in administering the short-acting opioid antagonist unless other conditions exist and which are outlined in Oregon law in ORS 339.870.

The civil and criminal immunities provided for above do not apply to an act or omission accounting to gross negligence or willful and wanton misconduct.

Non-Liability Provisions for Self-Administration and Autoinjectable Epinephrine

A school administrator, school nurse, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student’s self-administration of medication, as described in ORS 339.866, if the school administrator, school nurse, teacher or other school employee, in compliance with the instructions of the student’s Oregon licensed health care professional, in good faith assists the student’s self-administration of the medication, if the medication is available to the student pursuant to written permission and instructions of the student’s parent, guardian or Oregon licensed health care professional.

A school administrator, school nurse, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the use of medication if the school administrator, school nurse, teacher or other school employee in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-

administer the medication regardless of whether the student or individual has a prescription for epinephrine.

The district and the members of a district Board are not liable in a criminal action or for civil damages as a result of the use of medication if any person in good faith administers auto injectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine; and the person administered the auto injectable epinephrine on school premises, including at a school, on school property under the jurisdiction of the district or at an activity under the jurisdiction of the district.

The civil and criminal immunities described above (which are identified in ORS 339.871) do not apply to an act or omission to gross negligence or willful and wanton misconduct.]

Ashland School District 5

Code: JHCD/JHCDA
Adopted: 11/10/03
Revised/Readopted: 3/14/16; 6/12/17; 4/25/22
Orig. Code: JHCD

Medications**

The district recognizes that administering a medication to a student and/or permitting a student to administer a medication to them self, may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of a student who requires regular doses or injections of a medication as a result of experiencing a life-threatening allergic reaction or adrenal crisis¹, or a need to manage hypoglycemia, asthma or diabetes. Accordingly, the district may administer or a student may be permitted to administer to themselves prescription (injectable and noninjectable) and/or nonprescription (noninjectable) medication at school.

The district shall designate personnel authorized to administer medications to students. Annual training shall be provided to designated personnel as required by law in accordance with guidelines approved by the Oregon Department of Education (ODE). When a licensed health care professional is not immediately available, trained personnel designated by the district may administer epinephrine, glucagon or another medication to a student as prescribed and/or allowed by Oregon law.

A current first-aid and CPR card is required for designated personnel.

The district reserves the right to reject a request for administration of medication at school, either by district personnel or student self-administration, if the medication is not necessary for the student to remain in school.

The superintendent and/or designee will require that an individualized health care plan and allergy plan is developed for every student with a known life-threatening allergy or a need to manage asthma, and an individualized health care plan for every student for whom the district has been given proper notice of a diagnosis of adrenal insufficiency. Such a plan will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity.

A student may be allowed to self-administer a medication for asthma, diabetes, hypoglycemia or severe allergies as prescribed by an Oregon licensed health care professional, upon written and signed request of the parent or guardian and subject to age-appropriate guidelines. This self-administration provision also requires a written and signed confirmation the student has been instructed by the Oregon licensed health care professional on the proper use of and responsibilities for the prescribed medication. A request to the

¹ Under proper notice given to the district by a student or student's parent or guardian.

district to administer or allow a student to self-administer prescription medication shall include a signed prescription and treatment plan from a prescriber².

A request to the district to administer or allow a student to self-administer nonprescription that is not approved by the Food and Drug Administration (FDA) shall include a written order from the student's prescriber that meets the requirements of law.

A written request and permission form signed by a student's parent or guardian, unless the student is allowed to access medical care without parental consent under state law³, is required and will be kept on file.

If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

Prescription and nonprescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district administrative regulations governing the administration of prescription or nonprescription medications to students, including procedures for the disposal of sharps and glass.

A process shall be established by which, upon parent or guardian written request, a backup prescribed autoinjectable epinephrine is kept at a reasonably, secure location in the student's classroom as provided by state law.

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

⁴Naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing an overdose of an opioid drug.

This policy shall not prohibit, in any way, the administration of recognized first aid to a student by district employees in accordance with established state law, Board policy and administrative regulation.

A school administrator, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration, in good faith and pursuant to state law, of prescription and/or nonprescription medication.

² A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

³ Subject to ORS 109.610, 109.640 and 109.675.

⁴ The district is not required to provide or administer this medication. If the district plans on providing and administering this medication this policy language and other associated bracketed policy language is required. If the district does not plan to provide or administer this medication, do not include this language or other associated bracketed language in this policy.

A school administrator, school nurse, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student’s self-administration of medication, as described in Oregon Revised Statute (ORS) 339.866, if that person in good faith and pursuant to state law, assisted the student in self-administration of the medication.

A school administrator, school nurse, teacher or other district employee designated by the school administration is not liable in a criminal action or for civil damages as a result of the use of medication if that person in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine, or administers naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug to a student or other individual who that person believes in good faith is experiencing an overdose of an opioid drug.

The district and the members of the Board are not liable in a criminal action or for civil damages as a result of the use of medication if any person in good faith, on school premises, including at a school, on school property under the jurisdiction of the district or at an activity under the jurisdiction of the district, administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine, or administers naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug to a student or other individual who the person believes in good faith is experiencing an overdose of an opioid drug.

The superintendent shall develop administrative regulations as needed to meet the requirements of law and the implementation of this policy.

END OF POLICY

Legal Reference(s):

[ORS 109.610](#)
[ORS 109.640](#)
[ORS 109.675](#)
[ORS 332.107](#)
[ORS 339.866 - 339.871](#)

[ORS 433.800 - 433.830](#)
[ORS 475.005 - 475.285](#)
[OAR 166-400-0010\(17\)](#)
[OAR 166-400-0060\(29\)](#)

[OAR 333-055-0000 -055-0115](#)
[OAR 581-021-0037](#)
[OAR 581-022-2220](#)
[OAR 851-047-0030](#)
[OAR 851-047-0040](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

OREGON HEALTH AUTHORITY AND OREGON DEPARTMENT OF EDUCATION, *Medication Administration: A Manual for School Personnel*.

Ashland School District 5

Code: JHCD/JHCDA-AR
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Medications**

Students may, subject to the provisions of this administrative regulation, have prescription or nonprescription medication administered by designated personnel, or may be permitted to administer prescription or nonprescription medication to themselves.

1. Definitions

- a. “Medication” means any drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken internally or externally but not injected except for premeasured doses of epinephrine, medication to treat adrenal insufficiency and glucagon to treat severe hypoglycemia. Medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student’s Oregon licensed health care professional for asthma or severe allergies. ¹Medication also includes naloxone or any similar medication that is in any form available for the safe administration and that is designed to rapidly reverse an overdose of an opioid drug.
- b. “Prescription medication” means any medication that under federal or state law requires a prescription by a prescriber.
- c. “Nonprescription medication” means medication that under federal law does not require a prescription from a prescriber.
- d. “Adrenal crisis” means adrenal crisis as defined in Oregon Revised Statute (ORS) 433.800.
- e. “Adrenal insufficiency” means adrenal insufficiency as defined in ORS 433.800.
- f. “Notice of a diagnosis of adrenal insufficiency” means written notice to the district from a student or the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student’s primary care provider that includes the student’s diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat adrenal insufficiency crisis and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered.
- g. “Prescriber²” means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state of Oregon, an Oregon-licensed, advance practice registered nurse with prescriptive authority, a dentist licensed by the Board of Dentistry for the state of Oregon, an optometrist licensed by the Board of Optometry for the state of Oregon, a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.
- h. “Qualified trainer” means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a doctor of medicine or osteopathy or a physician assistant licensed by the Board of Medical Examiners for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

¹ If the district plans to provide and/or administer naloxone in the district this language and other associated bracketed language is required. If the district does not plan to provide and/or administer naloxone in the district do not include this language or other associated bracketed language.

² A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

- i. “Severe allergy” means a life-threatening hypersensitivity to a specific substance such as food, pollen, dust or insect sting.
- j. “Asthma” means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.
- k. “Designated personnel” means the school personnel designated to administer medication pursuant to district policy and procedure.

2. Designated Staff/Training

- a. The principal will designate personnel authorized to administer prescription or nonprescription medication to a student while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, as required by Oregon law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this administrative regulation.
- b. The principal will ensure the training required by Oregon law is provided to designated personnel. Training must be conducted by a qualified trainer. Training will be provided annually to designated personnel authorized to administer medication to students. The first year and every third year of training requires in-person instruction; during the intervening years, designated personnel may complete an online training that has been approved by the Oregon Department of Education (ODE) so long as a trainer is available within a reasonable amount of time following the training to answer questions and provide clarification.
- c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life-threatening side effects, allergic reactions or adrenal insufficiency and student confidentiality. Materials as recommended and/or approved by the ODE will be used.
- d. A copy of the district’s policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.
- e. A statement that the designated personnel has received the required training will be signed by the staff member and filed in the district office.

3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

4. ³Administering Naloxone or Other Similar Medication to a Student or Other Individual

Naloxone or any other similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing an opioid overdose.

³ Ibid. p. 1.

5. Administering of Medication to a Student Experiencing Symptoms of Adrenal Crisis

A student experiencing symptoms of adrenal crisis while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from a school or a school-sponsored activity, may be treated by designated personnel and shall be subject to the following:

- a. Upon notice of a diagnosis of adrenal insufficiency, as defined in Oregon Administrative Rule (OAR) 581-021-0037, the building principal will designate one or more school personnel to be responsible for administering the medication to treat adrenal insufficiency;
- b. The designated personnel will successfully complete training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis in accordance with the rules adopted by the Oregon Health Authority;
- c. The student or the student's parent or guardian must provide adequate supply of the student's prescribed medication to the district;
- d. The district will require the development of an individualized health care plan for the student that includes protocols for preventing exposures to allergens, and establishes if or when a student may self-carry prescription medication when the student has not been approved to self-administer medication;
- e. In the event that a student experiences symptoms of adrenal crisis and the designated personnel determines the medication to treat adrenal insufficiency should be administered, any available staff member will immediately call 911 and the student's parent or guardian.

6. Administering Medication to a Student

- a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:
 - (1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:
 - (a) The written permission of the student's parent or guardian or the student if the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and

The written instruction from the prescriber for the administration of the medication to the student that includes:

- (i) Name of the student;
- (ii) Name of the medication;
- (iii) Method of administration;
- (iv) Dosage;
- (v) Frequency of administration;
- (vi) Other special instructions from the prescriber, if any; and
- (vii) Signature of the prescriber.

The prescription label prepared by a pharmacist at the direction of the prescriber, will be considered to meet this requirement if it contains the information listed in (i)-(vi) above.

- (2) A written request for designated personnel to administer nonprescription medication to a student must be submitted to the school office and is subject to the following:
 - (a) The nonprescription medication is necessary for the student to remain in school;

- (b) The nonprescription medication is provided in the original manufacturer's container by the parent or guardian of the student;
- (c) The written instruction from the student's parent or guardian for the administration of the nonprescription medication includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;
 - (v) Frequency of administration;
 - (vi) Other special instructions, if any; and
 - (vii) Signature of the student's parent or guardian.

If the written instruction is not consistent with the manufacturer's guidelines for the nonprescription medication, the written instruction must also include a written order allowing the inconsistent administration signed by a prescriber.

- (d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Dosage;
 - (iv) Method of administration;
 - (v) Frequency of administration;
 - (vi) A statement that the medication must be administered while the student is in school;
 - (vii) Other special instructions, if any; and
 - (viii) Signature of the prescriber.

- b. An individualized health care and allergy plan will be developed for a student with a known life-threatening allergy and will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic reactions while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, and will include a determination on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;
- c. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
- d. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that the school is informed in writing of any changes in medication instructions;
- e. In the event a student refuses medication, the parent or guardian will be notified immediately, except where a student is allowed to seek medical care without parental consent. No attempt will be made to administer medication to a student who refuses a medication;
- f. Any error in administration of a medication will be reported to the parent or guardian immediately, except where a student is allowed to seek medical care without parental consent, and documentation will be made on the district's *Medication Administration Error Report Form*. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;
- g. Medication shall not be administered until the necessary permission form and written instructions have been submitted as required by the district.

7. Administration of Medication by a Student to Themselves

- a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer medication to themselves without assistance from designated personnel and is subject to the following:
- (1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:
 - (a) A permission form from a parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675, and other documentation requested by the district must be submitted for self-medication of all prescription medications;
 - (b) If the student has asthma, diabetes and/or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment that the student has been instructed in the correct and responsible use of the prescribed medication;
 - (c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a school setting.
 - (2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication and must have:
 - (a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675;
 - (b) The student's name affixed to the manufacturer's original container; and
 - (c) The permission to self-administer medication from a building administrator.
 - (3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:
 - (a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
 - (b) A written order from the student's prescriber that includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Dosage;
 - (iv) Method of administration;
 - (v) Frequency of administration;
 - (vi) A statement that the medication must be administered while the student is in school;
 - (vii) Other special instructions, if any; and
 - (viii) Signature of the prescriber.
- b. The student may have in their possession only the amount of medication needed for that school day, except for manufacturer's packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;

- c. Sharing and/or borrowing of any medication with another student is strictly prohibited;
 - d. For a student who has been prescribed bronchodilators or epinephrine, the designated personnel will request that the parent or guardian provide backup medication for emergency use by that student. Backup medication, if provided, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;
 - e. Upon written request from a parent or guardian, and with a prescriber's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;
 - f. A student shall not administer medication to themselves until the necessary permission form and written instructions have been submitted as required by the district;
 - g. Permission for a student to administer medication to themselves may be revoked if the student violates the Board policy and/or this administrative regulation;
 - h. A student may be subject to discipline, up to and including expulsion, as appropriate;
 - i. A student permitted to administer medication to themselves may be monitored by designated personnel to monitor the student's response to the medication.
8. Handling, Monitoring and Safe Storage of Medication Supplies for Administering Medication to Students
- a. Medication administered by designated personnel to a student or self-administered by a student, must be delivered to the school in its original container, accompanied by the permission form and written instructions, as required above.
 - b. Medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant, narcotic analgesic or psychotropic medication will be counted by designated personnel in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the principal immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.
 - c. Designated personnel will follow the written instructions of the prescriber and the student or the student's parent or guardian, and training guidelines as may be recommended by the ODE for administering all forms of prescription and/or nonprescription medications.
 - d. Medication will be secured as follows:
 - (1) Non-refrigerated medications will be stored in a locked cabinet, drawer or box used solely for the storage of medication;
 - (2) Medications requiring refrigeration will be stored in a separate refrigerator used solely for the storage of medication;
 - (3) Access to medication storage keys will be limited to the principal and designated personnel.
 - e. Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.
 - f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian or the student (in situations involving ORS 109.610, 109.640 and 109.675) immediately.

9. Emergency Response

- a. Designated personnel will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent or guardian, school nurse and principal will be notified immediately.
- b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent or guardian immediately, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675.
- c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.

10. Disposal of Medications

- a. Medication not picked up by the student's parent or guardian, or the student when allowed pursuant to ORS 109.610, 109.640 and 109.675, at the end of the school year or within five school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in a nonrecoverable fashion as follows:
 - (1) Medication will be removed from its original container and personal information will be destroyed;
 - (2) Solid medications will be crushed, mixed or dissolved in water, liquid medications will be mixed or dissolved in water; and
 - (3) Mixed with an undesirable substance, e.g., coffee grounds, kitty litter, flour; and
 - (4) Placed in impermeable non-descriptive containers, e.g., empty cans or sealable bags, and placed in the trash.

Prescriptions will be flushed down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so.

Other medication will be disposed of in accordance with established training procedures including sharps and glass.

- b. All medication will be disposed of by designated personnel in the presence of another school employee and documented as described in Section 10, below.

11. Transcribing, Recording and Record Keeping

- a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:
 - (1) The name of the student, name of medication, dosage, method of administration, date and time of administration, frequency of administration and the name of the person administering the medication;
 - (2) Student refusals of medication;
 - (3) Errors in administration of medication;
 - (4) Incidents of emergency and minor adverse reaction by a student to medication;
 - (5) Discrepancies in medication supply;
 - (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.
- b. All records relating to administration of medications, including permissions and written instructions, will be maintained in a separate medical file apart from the student's education record file unless otherwise related to the student's educational placement and/or

individualized education program. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).

- c. Student health information will be kept confidential. Access shall be limited to those designated personnel authorized to administer medication to students, the student and their parent or guardian. Information may be shared with other staff with a legitimate educational interest in the student or others as may be authorized by the parent or guardian in writing or others as allowed under state and federal law.