



2024-25 Board of Directors

Board Chair, Erin Cramer **Board Vice-Chair**, Mackenzie Strawn
Board Members: Mike Wagner, Laura Wipper, Mark Henderson, Coral Ford & Alisha Oliver
Student Representatives to the Board, Lucas Joyce & Haley Butenschoen
Superintendent, Lee W. Loving
Director of Business & Fiscal Services, Rhonda Allen
Director of Human Resources, Danielle Blackwell
Director of Teaching & Learning, Nicole Duncan
Interim Director of Special Programs, Melissa Glover
Director of Nutrition Services, John Barnes
Director of Safety, Security and Health Services, Gary Rychard
Director of Facilities, Dave Parsons
Superintendent/School Board Executive Assistant, Tonia Whisman

Regular Session

Thursday, September 19, 2024 ~ 6:00 PM

NSSD District Office/Santiam Room

1155 N 3rd Ave

Stayton, OR 97383

<https://youtube.com/live/imRkAT9Bi24?feature=share>

1. CALL REGULAR SESSION TO ORDER

6:00-6:05 (times for agenda items are estimated)

2. AGENDA APPROVAL

Changes to the agenda after posting on September 13, 2024 will be acknowledged:

Added Attachments-

*11.2-Sept 2024 Licensed Staff Report

*14.0-DJC-AR -New_Replace- Exempt from Comp Bidding Special Procrmt 9.19.24

*18.2- Sept. 2024 Enrollment Totals 9.13.24

RECOMMENDED MOTION-AGENDA APPROVAL

I move that the Board approve the agenda as modified.

3. STUDENT BUSINESS: Lucas Joyce/Haley Butenschoen

6:05-6:15

4. CITY COUNCIL LIAISON REPORTS:

6:15-6:30

This standing agenda item is for reports from the Stayton, Sublimity and Lyons City Council Liaisons:

Stayton: David Patty

Sublimity: Tass Morrison

Lyons: Mike Wagner

5. SUPERINTENDENT'S REPORT: Lee W. Loving

6:30-6:45

6. BUSINESS & FISCAL SERVICES REPORT: (written report only)

Board Financial Report_Aug2024

6
6

7. SECURITY REPORT: Gary Rychard

6:45-6:55

12

Sept. Safety Month

12

8. FACILITIES REPORT: Dave Parsons

6:55-7:05

21

Facilities 2024 Summer Projects

21

9. LICENSED/CLASSIFIED UNION REPORTS: Union Reps.

7:05-7:10

10. PUBLIC COMMENT

7:10-7:30

11. CONSENT AGENDA

7:30-7:35

11.1. Action: Approval of Meeting Minutes

49

08.22.24 Meeting Minutes-DRAFT

49

08.29.24 Special Session Minutes-DRAFT2

55

11.2. Action: Approval of New Hires

57

New Hires (Board Action Required)

Emily Sears - SHS/ELA

Sept 2024 Licensed staff report

57

11.3. Action: Approval of Consent Agenda

RECOMMENDED MOTION-CONSENT AGENDA

I move that the Board approve the Consent Agenda as [presented] [modified].

12. APPROVAL OF TRANSPORTATION CONTRACT: Lee Loving 58

7:35-7:40

RECOMMENDED MOTION-CONTRACT APPROVAL

I move that the board approve the contract for student transportation services with Mid Columbia Bus Company for July 1, 2024 - June 30, 2029, as submitted.

MidCo_North Santiam SD 29J Contract Unsigned 01Jul2024-30Jun2029 58

13. POLICY UPDATES/SECOND READING 92

7:40-7:50

GCDA_GDDA -Criminal Records Checks & Fingerprinting 92

JEA D2-Compulsory Attendance 09.19.24 99

14. ADMINISTRATIVE REGULATION UPDATES 102

7:50-8:00

Administrative Regulations (AR) are detailed directions, based on board policies, that govern school operations and do not require board approval.

DJC-AR/DELETE-Special Procurements & Exempt from Comp Bidding

DJR-AR/REPLACE-Exempt from Comp Bidding & Special Procurements

DJCA-AR/DELETE-Personal Services Contract

JEA-AR/DELETE Compulsory Attendance Notices and Citations

DJC-AR-DELETE-Spec Procmnts & Exemp from Comp Bidding 9.19.24 102

DJC-AR -New_Replace- Exempt from Comp Bidding_Special Procrmt 9.19.24 127

DJCA-AR-DELETE-Personal Services Contract 9.19.24 133

JEA-AR -DELETE-Compulsory Attendance Notices and Citations 09.19.24 137

15. POLICY UPDATES/FIRST READING 140

8:00-8:20

These are presented for a first reading and will be brought back in the following month for a second reading and possible adoption.

DJC- Special Procurements & Exemptions from Competitive Bidding (DELETE/REPLACE) (Mackenzie)

DJCA - Personal Services Contracts- DELETE (Mackenzie)

IICA- Field Trips and Excursions (Alisha)

IKF- Graduation Requirements (Erin)

GBNAA/JHFF- Suspected Sexual Conduct with Students & Reporting Requirements (Mark)

DJC -DELETE-Bidding Reqs 9.19.24 140

DJC -New_Replace-Bidding Reqs 9.19.24 142

DJCA-DELETE-Personal Services Contracts 9.19.24 147

GBNAA_JHFF -Suspected Sexual Conduct with Students & Reporting 09.19.24 149

IICA -Field Trips and Excursions 9.19.24	152
IKF-Graduation Requirements 09.19.24	154

16. STRATEGIC PLANNING UPDATE: Laura Wipper/Alisha Oliver

8:20-8:30

17. BOARD REFLECTIONS/ANNOUNCEMENTS

8:30-8:40

18. INFORMATION ONLY

8:40-8:45

18.1. Field Trip Report:	163
Sept 2024 Fieldtrips Board Report 9.12.24	163

18.2. Student Enrollment:	165
Enrollment as of 9/13/24 is 2101 in grades K-12. Refer to the attachment for a breakdown by grade at each location and totals from previous months in the school year.	

Mari-Linn: 156	
Sublimity: 365	
Stayton Elementary: 327 (not including PreK)	
Stayton Intermediate/Middle: 486	
Stayton High: 669	
Locust Street Academy: 48	
Stayton Virtual Academy:50	
Total: 2101	
Sept 2024 Enrollment Totals 09.13.24	165

18.3. Future Agenda Items:	167
Agenda Items Annual Calendar rev 04.24	167

18.4. Upcoming Events & Activities:

**10/3/24: Ty Hart Fitness Center Grand Opening
3:30-6:30 pm**

**10/8/24: Hispanic Heritage Month
4:00-6:00 pm ~ SHS cafeteria**

**10/24/24: District Office/Santiam Meeting Room
4:00-5:30 pm ~ Special Session Board Meeting**

6:00 pm ~ Regular Session Board Meeting

11/21/24: Regular Session Board Meeting

6:00 pm ~ District Office/Santiam Meeting Room

19. ADJOURN

8:45 (estimated)

EQUAL OPPORTUNITY EMPLOYER

The North Santiam School District shall promote nondiscrimination and an environment free of harassment based on an individual's race, color, religion, sex, national origin, gender identity (including gender expression), sexual orientation, disability, marital status or age or because of the race, color, religion, sex, national origin, disability, marital status or age of any other persons with whom the individual associates. This meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours prior to the meeting. If you require special accommodations, please contact Tonia Whisman at the North Santiam School District Office at 503-769-4928.



North Santiam School District 29J

Serving Lyons, Mehama, Stayton, and Sublimity

September 12, 2024

TO: North Santiam SD Board of Directors
FROM: Rhonda Allen, Director of Business and Fiscal Services
RE: August 31, 2024, Financial Statements

Board Members,

Attached are the 2024-25 financial statements through August 31, 2024. These statements include the General Fund Statement of Revenues Budget vs. Actual, General Fund Statement of Expenditures Budget vs. Actual, Food Service Statement of Revenue and Expenditures Budget vs. Actual, and total Appropriations for the year.

The General Fund statements include the actual revenues and expenditures from July 1, 2024, through August 31, 2024, and projections through June 30, 2025. The estimated General Fund Ending Fund Balance is \$4,712,257. Contingency and Unappropriated Ending Fund Balance equal \$1,591,661 of the Fund Balance total.

Oregon's September Economic and Revenue Forecast was released on August 28th. Here is a summary of the forecast dealing with educational funding.

- The corporate kicker grew by over \$300 million to \$882.8 million. Corporate kicker funds will be required to be spent on K-12 education during the next budget cycle (2025-27).
- The Education Stability Fund is projected to have \$1.007 billion by the end of the 2023-25 biennium.
- *Getting a read on the current state of Oregon's economy is challenging. Over the entire cycle to date, Oregon's economic performance has been solid. Employment gains, income growth, and population change are all roughly in the middle of the pack across all states, but a bit below the typical state. Top 15 productivity gains have helped overall growth. However, in recent months withholdings and job gains have picked up. The number of personal income tax returns filed and processed so far this year has increased. These data could be the first indication that Oregon's patterns of growth have shifted out of the pandemic era lull, and back toward something more like the typical expansion. However, they could also be more noise than signal. Only time will tell.*
(Josh Lerner, Oregon Office of Economic Analysis)

North Santiam's investments are held in the Local Government Investment Pool. Assets total \$18,351,833, yielding 5.30% through August 2024.

Please let me know if you have any questions or concerns regarding these statements.

North Santiam School District 29J
General Fund: Statement of Revenue Budget Vs. Actual
Fiscal Year 2024-25, As of 08/31/2024

	2024-25 Budget	Actual YTD Rev. 8/31/2024	Projected Revenue 6/30/2025	Total Estimated 2024-25
1000 Revenue From Local Sources				
1111 Current Year's Taxes	7,675,000	45,865	7,859,385	7,905,250
1112 Prior Year's Taxes	150,000		147,000	147,000
1114 Payments in Lieu of Property Taxes	-			-
1190 Penalties and Interest on Taxes	-		-	-
1200 REV from Local Gov't Unit Other Than Districts	-			-
1510 Interest on Investments	500,000	151,072	473,928	625,000
1700 Fees	27,000	4,775	20,875	25,650
1910 Rentals	1,500		1,500	1,500
1920 Contributions and Donations	-		-	-
1960 Recovery of Prior Year Funds	-			-
1980 Fees Charged to Grants	100,000		159,814	159,814
1990 Miscellaneous	25,000	780	49,220	50,000
Total Revenue From Local Sources	\$ 8,478,500	202,492	8,711,722	8,914,214
2000 Revenue from Intermediate Sources				
2101 County School Funds	55,000	-	55,000	55,000
2102 General Education Service District Funds	405,573	-	405,573	405,573
2199 Intermediate Rev Heavy Equipment Tax	-	-	-	-
2800 Heavy Equipment Rent Tax	-	-	-	-
Total Revenue from Intermediate Sources	\$ 460,573	-	460,573	460,573
3000 Revenue From State Sources				
3101 State School Fund—General Support	18,292,632	4,554,179	13,662,539	18,216,718
3103 Common School Fund	290,645		290,645	290,645
3104 State Managed County Timber	80,000		80,000	80,000
3107 State School Fund High Cost Disability	150,000		150,000	150,000
Total Revenue From State Sources	\$ 18,813,277	4,554,179	14,183,184	18,737,363
4000 Revenue From Federal Sources				
4801 Federal Forest Fees	10,000	-	10,000	10,000
Total Revenue From Federal Sources	\$ 10,000	-	10,000	10,000
5000 Revenue From Other Sources				
5110 Bond Proceeds	-	-		-
5400 Beginning Fund Balance **	4,300,000	5,100,000	-	5,100,000
Total Revenue From Other Sources	\$ 4,300,000	5,100,000	-	5,100,000
Total Resources	\$ 32,062,350	\$ 9,856,671	\$ 23,365,479	33,222,149.58
				\$ 28,509,893
				\$ 4,712,257
				\$ 1,591,661
				\$ 3,120,596

**Beginning Fund Balance is an unaudited number

Estimated Ending Fund Balance \$ 3,120,596

North Santiam School District 29J
General Fund: Statement of Expenditures Budget Vs. Actual
Fiscal Year 2024-25, As of 08/31/2024

Expenditure Functions	2024-25 Budget	Actual YTD EXP 8/31/2024	Projected Expenditures 6/30/2025	Total Estimated 2024-25
1000 Instruction				
1111 Elementary, K-5 or K-6	5,455,098	8,481	5,236,564	5,245,045
1120 AVID Instruction	4,750	-	4,671	4,671
1121 Middle/Junior High Programs	2,971,173	12,004	2,853,892	2,865,897
1122 Middle/Junior High School Extracurricular	142,294	5,950	120,919	126,869
1127 After School Program	15,000	-	-	-
1131 High School Programs	3,520,192	4,783	3,442,532	3,447,315
1132 High School Extracurricular	712,033	40,465	632,541	673,006
1140 Pre-kindergarten Programs	-	-	-	-
1220 Restrictive Pgms for Students w/Disabilities	2,185,835	3,181	1,766,089	1,769,270
1250 Programs for Students w/Severe Disabilities	987,760	6,194	942,735	948,929
1271 Remediation	576,868	-	565,331	565,331
1272 Title I-A	104,318	-	109,534	109,534
1281 Alternative Education High School	85,000	2,486	82,514	85,000
1285 District Options Academy	547,644	250	547,394	547,644
1291 English Second Language Programs	580,000	-	445,132	445,132
1292 Teen Parent Program	6,100	-	-	-
1460 Summer School, Middle/Jr High	800	-	482	482
Total Instruction	\$ 17,894,865	\$ 83,795	\$ 16,750,329	\$ 16,834,123
2000 Support Services				
2111 Safety and Security Service Area Direction	72,203	20,856	104,288	125,144
2115 Student Safety	238,464	723	237,741	238,464
2120 Guidance Services	194,149	6,596	200,728	207,324
2134 Nurse Services	205,303	10,305	195,380	205,685
2139 Other Health Services	4,800	1,368	3,432	4,800
2143 Psychological Counseling Services	262,797	-	50,613	50,613
2152 Speech Pathology Services	126,128	-	123,144	123,144
2160 Other Student Treatment Services	-	-	-	-
2190 Service Direction, Student Support Services	159,416	18,173	238,979	257,152
2210 Improvement of Instruction Services	-	-	-	-
2211 Teaching and Learning Service Area Direction	277,307	47,012	250,858	297,870
2213 Curriculum Development	204,650	13,009	113,604	126,613
2219 Other Improvement of Instruction Svcs	234,633	-	273,778	273,778
2220 Educational Media Services	323,764	10,522	317,486	328,008
2230 Assessment and Testing	-	-	-	-
2240 Instructional Staff Development	41,844	5,717	36,127	41,844
2310 Board of Education Services	105,575	14,923	114,968	129,891
2320 Executive Administration Services	398,920	68,891	331,896	400,787
2410 Office of the Principal Services	2,622,444	337,644	2,295,907	2,633,551
2490 School Administration - Other Support Services	-	-	-	-
2510 Direction of Business Support Services	221,824	36,043	181,743	217,786
2520 Fiscal Services	403,800	74,752	329,048	403,800
2528 Risk Management Services	341,210	322,417	1,733	324,150

North Santiam School District 29J
General Fund: Statement of Expenditures Budget Vs. Actual
Fiscal Year 2024-25, As of 08/31/2024

Expenditure Functions	2024-25 Budget	Actual YTD EXP 8/31/2024	Projected Expenditures 6/30/2025	Total Estimated 2024-25
2541 Maintenance & Facilities Service Area Direction	257,277	42,740	213,700	256,440
2542 Care and Upkeep of Buildings Services	2,812,687	446,561	2,021,391	2,467,951
2543 Care and Upkeep of Grounds Services	179,325	22,463	142,693	165,156
2549 Other Operation and Maintenance Services	9,961	772	8,277	9,049
2550 Student Transportation Services	1,116,250	29,619	920,408	950,028
2558 Special Education Transportation Services	250,000	-	250,000	250,000
2630 Information Services	72,939	6,023	67,594	73,617
2640 Staff Services	265,659	62,621	214,051	276,672
2641 Human Resources Service Area Direction	218,379	38,043	180,624	218,667
2649 Human Resources Other Services				
2660 Technology Services	867,630	169,178	443,334	612,513
2661 IT Service Area Direction	-		-	-
2680 Interpretation and Translation			-	-
Total Support Services	\$ 12,489,338	\$ 1,806,971	\$ 9,863,526	\$ 11,670,496
3000 Enterprise and Community Services				
3360 Welfare Activities Services	5,700	4,052	1,221	5,273
Total Enterprise and Community Services	\$ 5,700	\$ 4,052	\$ 1,221	\$ 5,273
5000 Other Uses				
5110 Long Term Debt Service	-	-		-
5200 Transfers of Funds	80,786	-	-	-
Total Other Uses	\$ 80,786	\$ -	\$ -	\$ -
6000 Contingencies				
6110 Operating Contingency	661,661	-	-	-
Total Contingencies	\$ 661,661	\$ -	\$ -	\$ -
7000 Unappropriated Ending Fund Balance				
7000 Unappropriated Ending Fund Balance	930,000	-	-	-
Total Unappropriated Ending Fund Balance	\$ 930,000	\$ -	\$ -	\$ -
GENERAL FUND EXPENDITURES GRAND TOTAL	\$ 32,062,350	\$ 1,894,817	\$ 26,615,076	\$ 28,509,893

North Santiam School District 29J
Food Service Fund: Statement of Revenues and Expenditures Budget Vs. Actual
Fiscal Year 2024-25, As of 08/31/2024

	2024-25 Budget	Actual as of 8/31/2024	Encumbered as of 8/31/2024	Total Estimated 2024-25
REVENUE				
1610/1620 Daily Sales	100,000	3,624	106,357	109,981
1630 Special Functions	-		-	-
1940 Services Provided Other LEA's	6,200		6,200	6,200
1960 Recovery of Prior Year Funds	-		-	-
1990 Miscellaneous Revenue	8,000		8,000	8,000
3299 State Breakfast/Lunch SSA	100,000		100,000	100,000
4500 Farm to School Grant			-	-
4511 State Breakfast			-	-
4512 State Lunch			-	-
4513 NSLP Breakfast	295,000		206,500	206,500
4515 NSLP Lunch	870,000	64,171	631,829	696,000
4518 NSLP Snack Program			-	-
4519 Farm to School	15,000		15,000	15,000
4525 Summer Lunch	20,000	6,087		6,087
4526 Federal Revenue Summer Lunch	1,500		-	-
4910 USDA Commodities	90,000		90,000	90,000
5200 Interfund Transfers			-	-
5400 Beginning Fund Balance	170,000		22,215	22,215
TOTAL REVENUE	\$ 1,675,700	\$ 73,882	\$ 1,186,101	\$ 1,259,983
EXPENDITURES				
Enterprise and Community Services				
3100-100 Salaries	450,611	24,893	416,803	441,696
3100-200 Payroll Costs	385,995	11,809	257,074	268,883
3100-300 Contracted Services	21,500	-	1,043	1,043
3100-410 Supplies and Materials	41,500	3,107	41,392	44,499
3100-411 Fuel	1,000	30	970	1,000
3100-415 USDA Commodities	90,000	-	90,000	90,000
3100-450 Food	629,747	17,073	347,415	364,488
3100-460 Non-Consumable	29,240	4,453	9,059	13,512
3100-470 Computer Software	4,695	-	-	-
3100-480 Computer Hardware	1,500	-	-	-
3100-540 Equipment Replacement	10,662	-	-	-
3100-640 Dues and Fees	9,250	9,222	-	9,222
TOTAL EXPENDITURES	1,675,700	\$ 70,588	\$ 1,163,755	\$ 1,234,343

FOOD SERVICE EST EFB \$ 25,640

North Santiam School District 29J
Appropriations: Budget Vs. Actual
Fiscal Year 2024-25, As of 08/31/2024

	Appropriations	YTD	Encumbrances	Totals	Resolutions	(Over)/Under Budget
General Fund (100)						
1000 Instruction	17,894,865	83,795	14,972,914	15,056,709		2,838,156
2000 Support Services	12,489,338	1,806,970	7,566,939	9,373,909		3,115,429
3000 Community Services	5,700	4,052	1,221	5,273		427
5200 Transfers	80,786	-	-	-		80,786
6000 Contingency	661,661	-	-	-		661,661
Sub Total	\$ 31,132,350	\$ 1,894,817	\$ 22,541,074	\$ 24,435,891	\$ -	\$ 6,696,459
Special Revenue Funds (200)						
1000 Instruction	3,357,615	84,379	1,603,058	1,687,437		1,670,178
2000 Support Services	4,705,226	428,561	1,457,836	1,886,397		2,818,829
3000 Community Services	108,253	1,699	46,052	47,751		60,502
4000 Facilities Acquisition	200,000	-	-	-		200,000
5200 Transfers	258,425	-	-	-		258,425
5300 Apportionment of Funds by ESD	14,952	-	-	-		14,952
6000 Contingency	2,313,022	-	-	-		2,313,022
Sub Total	\$ 10,957,493	\$ 514,639	\$ 3,106,946	\$ 3,621,585	\$ -	\$ 7,335,908
Food Service Funds (299)						
3000 Community Services	1,675,700	70,588	1,073,755	1,144,343	-	531,357
Sub Total	\$ 1,675,700	\$ 70,588	\$ 1,073,755	\$ 1,144,343	\$ -	\$ 531,357
PERS Bond Debt Service (310.321.375)						
5100 Debt Service	5,125,000	-	5,125,000	5,125,000	-	-
6000 Contingency	1,882,155	-	-	-	-	1,882,155
Sub Total	\$ 7,007,155	\$ -	\$ 5,125,000	\$ 5,125,000	\$ -	\$ 1,882,155
Facilities (400,401,420,425,426,430,448)						
1000 Instruction Services	100,000	5,982	-	5,982		94,018
2000 Support Services	410,010	113,591	31,430	145,021		264,989
4000 Facilities Acquisition	2,551,654	93,584	967	94,551		2,457,103
5110 Debt Service	41,500	20,266	-	20,266		21,234
5200 Transfers	-	-	-	-		-
6000 Contingency	1,308,266	-	-	-		1,308,266
Sub Total	\$ 4,411,430	\$ 233,423	\$ 32,397	\$ 265,820	\$ -	\$ 4,145,610
Internal Service Funds (600)						
2000 Support Services	251,200	9,156	630	9,786		241,414
6000 Contingency	589,379	-	-	-		589,379
Sub Total	\$ 840,579	\$ 9,156	\$ 630	\$ 9,786	\$ -	\$ 830,793
Trust and Agency Fund (700)						
2000 Support Services	48,542	2,500	-	2,500	-	46,042
Sub Total	\$ 48,542	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ 46,042
Total Appropriations	56,073,249	2,725,123	31,879,802	34,604,925	-	21,468,324
Total Unappropriated	930,000	-	-	-	-	930,000
APPROPRIATION TOTAL	\$ 57,003,249	\$ 2,725,122.65	\$ 31,879,802.00	\$ 34,604,924.65	\$ -	\$ 22,398,324

Safety-Security Summer Project Updates 2024

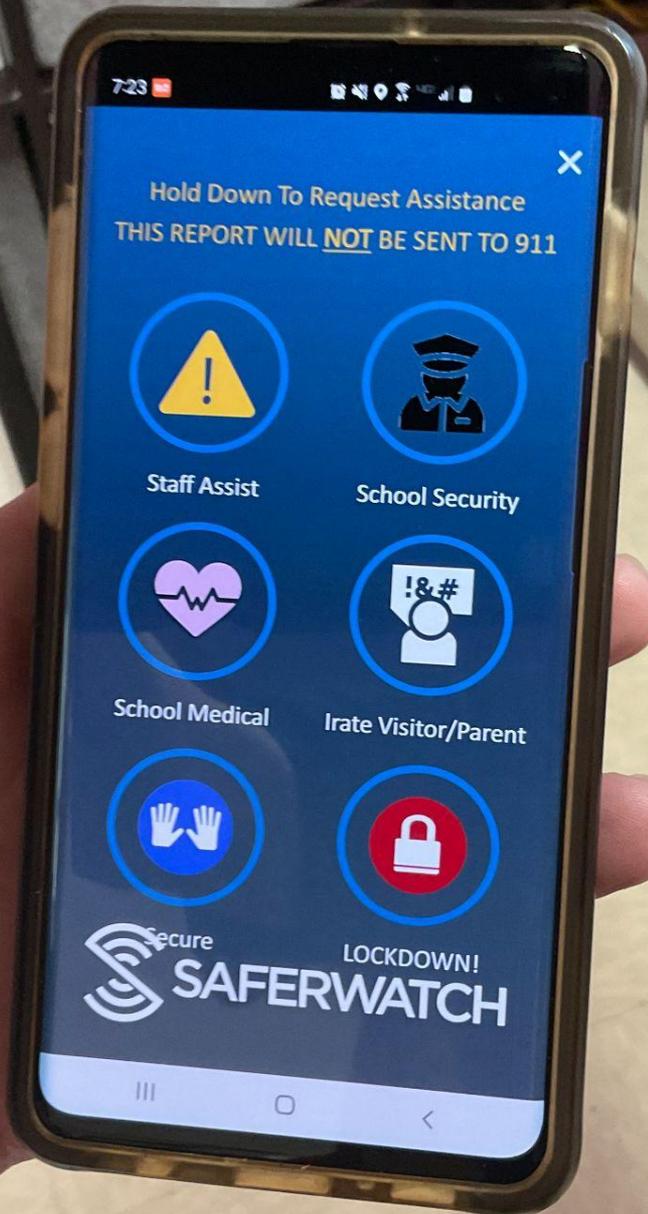
This is a list of summer projects that will greatly enhance the safety of all students, staff and community that come into our buildings. With September being National Safety Month this was a good time to update you on our very busy summer!



List of Summer Work

ADA Main Door Devices- Completed
Bullet/Riot Resistant Glass- Completed
New Electric Gates/SHS- Completed
Title IX Softball Pitching Pens- Completed
Title IX Softball Bathrooms- Pending
SaferWatch Phone Ap/Panic Alert-Pending
New Fence @ SHS-Ty Hart- Completed





7:23

Hold Down To Request Assistance
THIS REPORT WILL NOT BE SENT TO 911



Staff Assist



School Security



School Medical



Irate Visitor/Parent



Secure
SAFERWATCH

LOCKDOWN!

7:23



Hold Down To Report An Emergency



Active Shooter



Active Assailant



Police Emergency



Fire Emergency



Medical Emergency



SAFERWATCH







AUTOMATIC

CAUTION

DOOR

**ACTIVATE SWITCH
TO OPERATE**

HORTON





Closing

Any Questions?



Board Report

Summer Projects 2024 Follow up

Projected Expense Sublimity Gym Floor

- \$24,000 plus generator rental

Actual Expense Sublimity Gym Floor

- \$25,800 (Contractor)
- \$1,447.78 (Generator rental)
- \$27,247.78 (Total)

of the **WILDCATS**

NOTICE:
NO STREET SHOES
NO FOOD OR
BEVERAGE
ALLOWED

DASH TH

WILDCATS



WILDCATS

NOTICE:
NO SHOOTING
OR DRIBBLING
ALLOWED

Projected Expense

Annual Gym Floor Refinishing

- SHS Main gym - contracted through Courtsports so as to maintain warranty.
- \$5000
- FH, SIS, and ML - refinished by district custodial/maintenance.
- SMS and SES - are on a burnish year.
- Estimate of \$9000 in materials for the three gyms.

Actual Expense

Annual Gym Floor Refinishing

- SHS Main gym - contracted through Courtsports so as to maintain warranty.
- \$4500
- FH, SIS, and ML - refinished by district custodial/maintenance.
- SMS and SES - are on a burnish year.
- Actual of \$6284 in materials for the three gyms.



Projected Expense SES LED Lighting upgrade

- SES LED lighting upgrade - (Contracted/Dist Maint)
 - Lighting materials \$4,317 with the incentives.
 - Currently gathering quotes on electrical.
 - Ended up with \$95000 Estimate

Actual Expense SES LED Lighting upgrade

- SES LED lighting upgrade - (Contracted/Dist Maint)
 - Lighting materials - \$4,646
 - Electrical - \$63,570
 - Lift Rental - \$898
 - Total - \$69,114
 - Approximately 286 district staff hours

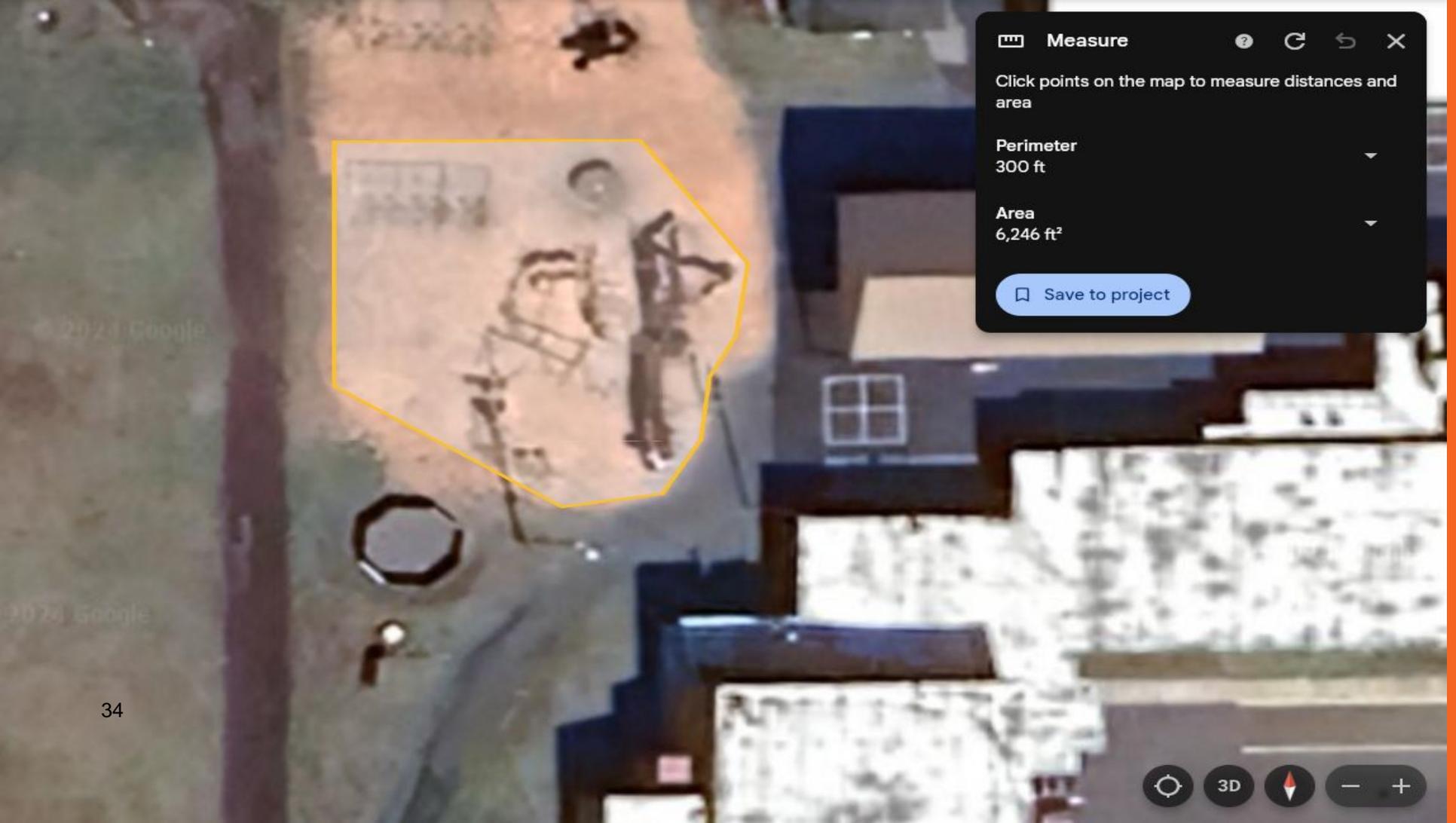


Projected Expense Mari-Linn Playground

- Mari-Linn Playground. (Contracted/Dist Maint)
 - Estimating \$35,000 in materials.
 - Estimating \$ 17,000 in excavation and concrete GAGA slab

Actual Expense Mari-Linn Playground

- Mari-Linn Playground. (Contracted/Dist Maint)
 - Materials - \$28,065
 - Excavator - \$742
 - Total - \$28807
 - Labor - District Staff, approximately 140 hours to this point.
 - Project ongoing



Measure

Click points on the map to measure distances and area

Perimeter
300 ft

Area
6,246 ft²

Save to project





Projected Expense SES Playground

- SES Playground
 - Apply resin to existing rubber mulch and add warranty replacement product.
 - No material cost, district labor only.

Actual Expense SES Playground

- SES Playground
 - Apply resin to existing rubber mulch and add warranty replacement product.
 - Materials - \$0
 - Excavator - \$742
 - Removal/Addition of playground equipment.
 - District labor only. - Approximately 60 hours.





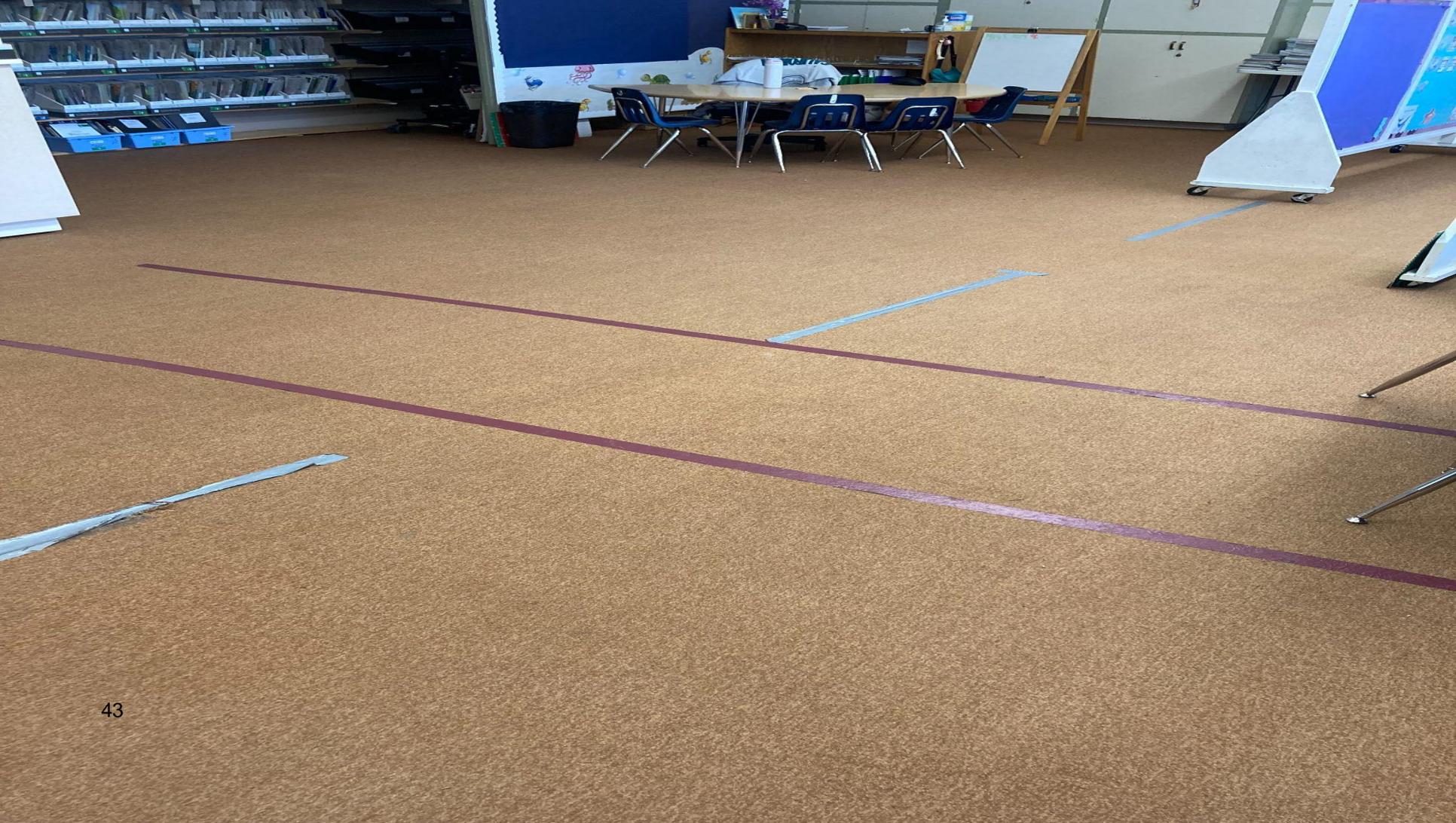
Projected Expense Carpet Replacement

- Continuation of carpet replacement program. (Dist Maint)
 - Materials - Approximately \$2,400/room
 - Total - \$9,600

Actual Expense

Carpet Replacement

- Continuation of carpet replacement program. (Dist Maint)
 - Classroom Tiles - \$10,225
 - SES Staff/Copy room - \$\$1,928
 - Total - \$ 12,153
 - Note: We now have 200 sq/yd of tile in stock (about two classrooms worth).





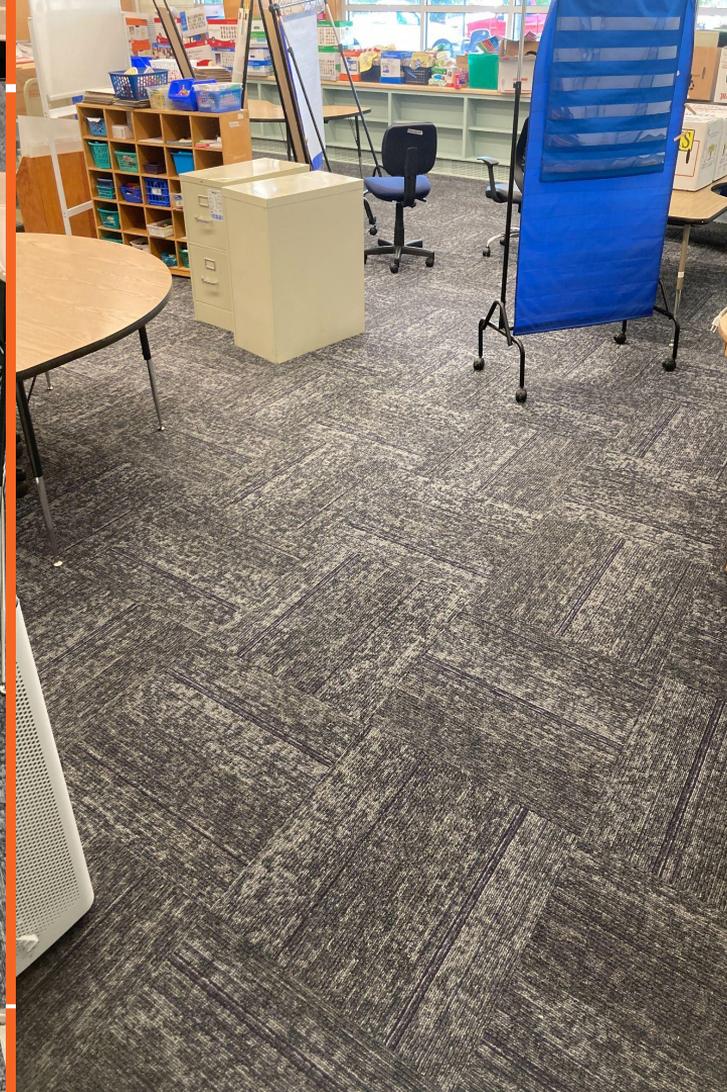
six square yards
twenty carpet tiles

six square yards
twenty

six square yards
twenty carpet tiles



45



Projected Expense

SES Siding

- SES siding (Dist Maint)
 - Siding above the custodial/storage area is causing some leak issues.
 - Materials - \$2,500
 - Project has not been started.



47

A Brief Summary of Some Other Summer Projects

- Rear entrance and maintenance gates. (Contractor)
 - \$37,662 Including electrical hookup.
- Installation of (3) oven receptacles for SHS homec. (Contractor)
 - \$3,014
- Installation of SMS Scoreboard. (District Maintenance - Installation, Electrical - Contractor)
 - \$785
- ML and SES Roof repairs. (Currently WIP through roofing contractor)
 - Warranty work
- Parking/Playground striping (Contractor)
 - SHS \$5,400
 - SUB \$2,250
- SHS Walk in cooler evaporator replacement (Contractor)
 - \$7,527
- Tree Removal SMS (contractor)
 - \$2,950
- Bookroom relocation at SHS (Custodial)
- I'm sure there is something I'm missing, but this is the most of it.



2024-25 Board of Directors

Board Chair, Erin Cramer **Board Vice-Chair**, Mackenzie Strawn
Board Members: Mike Wagner, Laura Wipper, Mark Henderson, Coral Ford & Alisha Oliver
Student Representatives to the Board, Lucas Joyce & Haley Butenschoen
Superintendent, Lee W. Loving
Director of Business & Fiscal Services, Rhonda Allen
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Director of Facilities, Dave Parsons
Superintendent/School Board Executive Assistant, Tonia Whisman

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Thursday, August 22, 2024 Regular Session
NSSD District Office/Santiam Room, 1155 N 3rd Ave, Stayton, OR 97383 ~ 6:00 PM

MINUTES - DRAFT

streaming link: <https://www.youtube.com/live/-p-ZCpIUtZw?si=GdPkGv8WMxPaEIPI>

1. CALL REGULAR SESSION TO ORDER

The Board Chair, Erin Cramer, called the meeting to order at 6:00 pm. He noted that all board members were present, and that Mark Henderson was attending virtually.

2. AGENDA APPROVAL

Changes to the agenda after posting on August 16, 2024 were acknowledged:

Added Agenda Items-

*3.3- New ASB Club/Activity Request

Added Attachments-

*3.3- New ASB Club/Activity Request-Community Choir

*12.1- 06.24.24 Special Session Minutes-DRAFT

*12.2- August 2024 Licensed Report

RECOMMENDED MOTION-AGENDA APPROVAL

I move that the Board approve the agenda as modified.

Motion Made By: Mike Wagner

Vote: 7-0, motion passed

3. STUDENT BUSINESS

3.1. Oath of Office

Lucas Joyce and Haley Butenschoen were approved as the 2024-25 Student Representatives to the School Board in the June meeting. They took their oath of office for the 2024-25 school year.

3.2. ASB Activities Report: Lucas Joyce/Haley Butenschoen

Highlights from their report included:

- plans for LINK day and the first week of school
- Homecoming week is October 14-18
- overview of the startups for athletics and clubs
- potential dates for the ribbon-cutting ceremony for the Ty Hart Fitness Center

3.3. New ASB Club/Activity Request: Stayton High Community Choir

Diane Allen-Jackson presented a request for a new ASB Club/Activity for a Community Choir. See the attachment below for club details.

[New ASB Club/Activity Request-Community Choir](#)

MOTION-NEW ASB CLUB/ACTIVITY

Motion to approve a new Community Choir ASB Club.

Motion made by: Alisha Oliver

Vote: 7-0, motion passed

4. BOARD OPERATING PROTOCOL

The board reaffirmed its commitment to the Board of Directors' Operating Protocol by reading it aloud.

[Board Protocol 2024-25](#)

5. CITY COUNCIL LIAISON REPORTS:

Tass Morrison was present to represent the city of Sublimity and share a report.

6. SUPERINTENDENT'S REPORT: Lee W. Loving

Key points included:

- training for special ed. staff and new staff orientations were underway
- enrollment remains in flux due to new students moving in and others transferring out
- SHS is working on a letter to students and families in grades 9-10 regarding SB 3, which adds some course requirements to earn a high school diploma
- plans to sunrise the district's Long Range Facilities Master Planning Committee this school year
- reaffirmed his commitment to following the district's complaint resolution process

7. TEACHING & LEARNING REPORT: Nicole Duncan

Director Duncan shared information regarding the BERC (Baker Evaluation Research Consulting) instructional habits and the AVID school-wide system and how they are implemented within the district. The presentation materials can be viewed via the links below.

[August 2024 Teaching and Learning Board Report](#)

[AVID Framework Overview updated Nov 2021](#)

[BERC Four Habits RUBRIC](#)

[Teaching and Learning Board Presentation - August 2024](#)

8. SPECIAL PROGRAMS REPORT: Melissa Glover

Director Glover briefly shared about her experience in education and spoke about a new approach to training/orientations for special education staff this year. These staff were offered the opportunity to come in early for these required training sessions to preserve time during the typical in-service days so they could attend professional development with their fellow building staff and have time to prepare their classrooms. Her presentation is available via the link below.

Special Programs Board Report

9. BUSINESS & FISCAL SERVICES REPORT: Rhonda Allen

Director Allen shared her monthly business report, which is available to view at the link below. She also shared the engagement letter from Accuity, LLC to audit the district's financials for the 2023-24 school year. Her presentation is available to view via the links below.

August Financial Report Presentation

[Board Financial Report July24](#)

[Accuity Engagement Letter 2324](#)

10. LICENSED/CLASSIFIED UNION REPORTS: Union Reps.

There were no union reps. present.

11. PUBLIC COMMENT

There were no comments from the public.

12. CONSENT AGENDA

12.1. *Action: Approval of Meeting Minutes*

The minutes from June's meetings were submitted for Board review and approval.

[06.10.24 Special Session Minutes-DRAFT](#)

[06.20.24 Regular Session Minutes-DRAFT](#)

[06.20.24- Budget Hearing minutes-DRAFT](#)

[06.24.24 Special Session Minutes-DRAFT](#)

12.2. *Action: Approval of New Licensed Staff*

Changes in licensed staff contracts were submitted for board approval.

Stephanie Hull: SUB/ 0.5 PE

Adele Anderson-Kostic: SES/K-3 Lifeskills Teacher

Mia Mueller: SUB/Elementary Teacher (Temp)

Lisa Freauff: SIS/4th grade Teacher

Robin Joy: SIS/5th Grade Teacher

Brittany Zurcher: SIS/5th Grade Teacher

Nic Anundson: SHS/SS & Drama Teacher

The following contracts for employment were approved by the Board in June but have since been declined or rescinded:

Sydney Martindale

Tara McCafferty

Kaci Paffhausen

Justin Wilson-Gabor

[August 2024 Licensed Report](#)

12.3. Action: Approval of Consent Agenda

MOTION-CONSENT AGENDA

Motion that the Board approve the Consent Agenda as presented.

Motion Made By: Laura Wipper

Vote: 7-0, motion passed

The Board Chair called for a recess from 7:42 - 7:49 pm.

13. POLICY UPDATES/SECOND READING

These policy edits were presented for a first reading in the June meeting and were presented for a second reading and possible adoption.

CBG - Evaluation of the Superintendent (Alisha)

CCG- Evaluation of Administrators (Alisha)

EBBB- Injury/Illness Reports (Coral)

GBNAB/JHFE-Suspected Abuse of a Child Reporting Requirements (Mackenzie)

Motion to approve CBD as presented.

Motion Made By: Laura Wipper

Vote: 7-0, motion passed

Motion to approve CCG as presented.

Motion Made By:

Vote: 7-0, motion passed

Motion to approve EBBB as presented.

Motion Made By:

Vote: 7-0, motion passed

Motion to approve GBNAB/JHFE as presented.

Motion Made By: Mackenzie Strawn

Vote: 7-0, motion passed

Attachments:

[CBG -Eval of Supt. 6.20.24](#)

[CCG Eval of Administrators 6.20.24](#)

[EBBB Injury or Illness Reports 6.20.24](#)

[GBNAB JHFE- Suspected Abuse of a Child, Reporting 6.20.24](#)

14. POLICY UPDATES/FIRST READING

These policy edits were presented for a first reading and will be brought back in September for a second reading and possible adoption.

GCDA/GDDA- Criminal Records Checks and Fingerprinting (Alisha)

JEA- Compulsory Attendance (Mackenzie)

[GCDA_GDDA -Criminal Records Checks & Fingerprinting](#)

[JEA -Compulsory Attendance 08.22.24](#)

15. STRATEGIC PLANNING UPDATE: Laura Wipper/Alisha Oliver

They have prepared a draft version of the vision statement and continue to work on the dashboard,

metrics, and outcomes. They met with Supt. Loving to review their work and receive feedback and input from him. They hope to have some recommendations at the September meeting.

16. DISCUSSION: 2025 OREGON LEGISLATIVE PRIORITIES

The board discussed the possibility of communicating with one voice as a school board with local representatives in the Oregon legislature periodically regarding topics that impact education. A recommendation was made to consider creating a board subcommittee to draft a list of topics the board may consider advocating for or against in the upcoming legislative session. There was concern that they might alienate some stakeholders who might not agree with the board's position, but there was general support for the idea.

Coral Ford and Erin Cramer volunteered to serve on the committee, Mike Wagner and Mark Henderson volunteered to be alternates, and Laura Wipper noted she was interested once the strategic planning process was complete. It was noted that board subcommittees must comply with public meetings laws.

Erin Cramer indicated that Coral would lead the work and notify the committee regarding next steps.

17. BOARD REFLECTIONS/ANNOUNCEMENTS

- interest in learning more about the rural school caucus and the district might leverage their knowledge and influence.
- concern about sustainability regarding ODE reports and the workload for staff
- gratitude for district coaches and the impact of team sports on the athletes
- appreciation for Teaching & Learning report on school-wide AVID strategies
- excitement that some of the things that have been identified throughout the strategic planning process are actually already underway
- appreciation of reports from the Business and Special Programs directors
- suggestion to engage student reps. more directly during the meeting to gain their input prior to this point in the agenda since it occurs so late
- inspired to see many recent graduates being successful in their adult lives
- appreciation for the reaffirmation of operating protocol and the reminder to encourage constituents to follow the proper protocols for expressing their concerns or complaints

18. INFORMATION ONLY

18.1. Oregon English Learners Report

ORS 327.016 directs the Oregon Department of Education (ODE) to prepare an annual report on English learner program funding and student outcomes.

[2022-23 English Learners in Oregon June 2024](#)

18.2. Student Enrollment:

The number of enrolled students as of 8/19/24 was 2087, excluding Preschool Promise students.

Mari-Linn: 149

Sublimity: 372

Stayton Elementary: 317

Stayton Intermediate/Middle: 475

Stayton High: 679

Locust Street Academy: 43

Stayton Virtual Academy: 53

18.3. Future Agenda Items:

[Agenda Items Annual Calendar rev 04.24](#)

18.4. Upcoming Board Events & Activities:

In addition to reviewing upcoming events, it was noted the date for the special session was listed in error as August 28th in the original posting

August 29, 2024: Special Session Board Meeting
6:00 pm ~ District Office/Santiam Meeting Room

19. ADJOURN

The Board Chair adjourned the meeting at 8:48 pm.

EQUAL OPPORTUNITY EMPLOYER



2024-25 Board of Directors

Board Chair, Erin Cramer **Board Vice-Chair**, Mackenzie Strawn

Board Members: Mike Wagner, Laura Wipper, Mark Henderson, Coral Ford & Alisha Oliver

Student Representatives to the Board, Lucas Joyce & Haley Butenschoen

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Thursday, August 29, 2024 Special Session

NSSD District Office/Santiam Room, 1155 N 3rd Ave, Stayton, OR 97383 ~ 6:00 PM

MINUTES - DRAFT

Livestream links:

<https://www.youtube.com/live/BpNvNp-l-uU?si=3U0rZ78otdSaf4RR>

https://youtu.be/rB_wmKqbvAM?si=lp5rDZy5dqCvufG4

1. CALL SPECIAL SESSION TO ORDER

The Board Chair called the meeting to order at 6:00 pm and noted that all members were present except Mike Wagner, who was absent with notice. Supt. Loving, Tonia Whisman, Jennifer Stutzman, Ron Stutzman, and Pauli Lime were present. The Board Chair led everyone in the pledge of allegiance.

2. AGENDA APPROVAL

There were no changes to the agenda.

MOTION-AGENDA APPROVAL

Motion that the Board approve the agenda as presented.

Motion Made By: Laura Wipper

Vote: 6-0

3. RECESS INTO EXECUTIVE SESSION PER ORS ORS 192.660(2)(b)

The Board Chair recessed the meeting into executive session at 6:03 pm pursuant to ORS 192.660(2)(b)
-To hear complaints brought against an employee who does not request an open hearing.

THE BOARD CHAIR RETURNED THE MEETING TO OPEN SESSION AT 8:37 PM AND WELCOMED THE AUDIENCE BACK INTO THE MEETING.

At this point, it was discovered that the livestream had stopped at some point prior in the meeting. A recording of the remainder of the open session was later uploaded to the district's youtube channel at this link https://youtu.be/rB_wmKqbvAM?si=lp5rDZy5dqCvufG4

4. ACTION REGARDING EXECUTIVE SESSION

The Board Chair made the following statement.

The Board thanks the complainant for their time, attention, concern, and passion related to the education of students in the NSSD, and expresses that concerns raised in executive session are important and subject to additional attention, effort, and review through the confidential processes prescribed by policy and law. This expression may not be fully appreciated at the present time, but it is our desire to extend it and to continue working together toward our shared vision and goals.

MOTION-APPEAL DECISION

Motion that the board affirms the superintendent's decision in the matter the Board reviewed in executive session.

Motion Made By: Alisha Oliver

Vote: 6-0, motion passed

5. ADJOURN

The Board Chair adjourned the meeting at 8:42 pm.

EQUAL OPPORTUNITY EMPLOYER



North Santiam School District

**STUDENT TRANSPORTATION SERVICES
CONTRACT**

Effective July 1, 2024



NORTH SANTIAM DISTRICT NO. 29J
CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2024

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NORTH SANTIAM DISTRICT NO. 29J
CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2024

SECTION I
TERMS AND CONDITIONS

1. GENERAL

This CONTRACT is entered into between the North Santiam School District (DISTRICT) located at 1155 N 3rd Ave, Stayton, OR 97383 and Mid Columbia bus Co., Inc. (CONTRACTOR) located at PO Box 1108, Pendleton, OR 97801.

2. LEGAL REQUIREMENTS

During the entire term of the contract, the Contractor shall comply with school board policies and all laws, rules and regulations of the State of Oregon regulating the transportation of school children which includes the Motor Vehicle Code and Rules of the State Department of Education.

The Contractor agrees to maintain compliance for those Contractor employees who possess CDL licenses with required drug and alcohol testing and screening under applicable federal laws, rules and regulations under the Omnibus Transportation Employee Testing Act of 1991, and Department of Transportation drug and alcohol testing procedures rule 49 CFR Part 40.

The Contractor agrees to abide by the provisions in Oregon Revised Statutes, Chapter 279, Public Contracts and Purchasing, that pertain to this contract. Areas of reference, but not limited to, are:

- A.** ORS 279B.220 – Conditions concerning payment, contributions, liens, withholding
- B.** ORS 279B.235 – Conditions concerning hours of labor
- C.** ORS 279B.230 – Conditions concerning payment for medical care and providing worker’s compensation
- D.** ORS 279B.020 – Maximum hours of labor on public contracts, holidays; exceptions.

3. TERM

This agreement shall be effective July 1, 2024 and shall continue in force and effect until the end of June 30, 2029, unless otherwise terminated as allowed by this contract. Effective July 1, 2024, this agreement supersedes and replaces any prior agreement concerning transportation between these parties. On or before February 15, 2029, the District shall have the option to renew this contract for an additional one to five-year period starting July 1, 2029. Contractor shall propose rates for the extension as part of the review and negotiation for the agreed upon additional time.

NORTH SANTIAM DISTRICT NO. 29J
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STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2024

4. DISTRICT POLICIES

- A.** The DISTRICT shall have the exclusive right and obligation to set standards or policies regarding student transportation in general and as to the beginning and ending time of schools, the establishment of bus stops, bus arrivals and departure times, railroad crossings, current route descriptions, and all other pertinent policies relating to transportation.
- B.** The DISTRICT shall designate the students for whom CONTRACTOR shall provide Regular Service. CONTRACTOR shall provide regular service for such students for each day that school is in session during the term of this agreement and shall provide special service for such students and authorized DISTRICT personnel as the DISTRICT may require.
- C.** The provisions of this paragraph do not alter DISTRICT authority and rights defined elsewhere in the agreement but not delineated in this paragraph.

5. INSURANCE

- A.** The CONTRACTOR at its sole expense shall procure and furnish the DISTRICT with a Certificate of Insurance naming Condon School District, including its Board of Directors, Officers, Agents and Employees, acting on behalf of the School DISTRICT, as additional insured. It shall be maintained on file continuously at the DISTRICT Office. The insurance minimums shall be satisfactory to the DISTRICT as set forth below during the Contract period. The insurance shall be kept current during the Contract and the DISTRICT requires thirty days (30) written notification prior to any cancellation of the required insurance.
- B.** The CONTRACTOR shall provide general liability and automobile liability insurance, protecting the School District as an additional insured, its agents and employees acting in their official capacities as such, the CONTRACTOR as named insured, drivers, and other related personnel from any claim for damages for personal injury or death and from damage to property which may arise from operations of the CONTRACTOR under the Contract with the following minimums:

NORTH SANTIAM SCHOOL DISTRICT NO. 29J

**CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2024**

The following minimum limits apply to the General Liability insurance requirements:

\$1,000,000	Each Occurrence
\$1,000,000	General Aggregate
\$5,000	Medical Payments per person
\$9,000,000	Umbrella/Excess Liability

Or a total occurrence limit of no less than \$10,000,000 for all coverages combined.

The following minimum limits apply to the Commercial Auto insurance requirements:

\$1,000,000	for Each Person (Bodily Injury)
\$1,000,000	for Property Damage
\$1,000,000	for Under insured (and Uninsured) motorists
\$5,000	Medical Payments, per person
\$9,000,000	Umbrella/Excess Liability

Or a total occurrence limit of no less than \$10,000,000 for all coverages combined.

C. Worker Compensation Insurance shall be maintained as required by law.

6. HOLD HARMLESS

- a. CONTRACTOR agrees to indemnify and hold DISTRICT, its governing board, officers, employees harmless and promises to defend same from all claims or damage, penalties of any kind related to the operation and maintenance of the buses or any obligations under this contract.

DISTRICT agrees to indemnify, defend and hold harmless CONTRACTOR, and all of its affiliated and related entities and governing board, officers, directors, employees, successors and assigns, attorneys, insurers, and representatives, individually and in their official capacity, from any and all claims, actions, damages and liability, including the cost of investigation, litigation expenses, appeal costs and attorney's fees, to the extent resulting from any claims or suits which result from any negligent or intentional action or omission of DISTRICT and/or DISTRICT's affiliates and related entities, employees, agents or representatives arising out of or relating to DISTRICT performance or failure to perform any of its obligations under this contract.

NORTH SANTIAM SCHOOL DISTRICT NO. 29J

**CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2024**

7. FORCE MAJEURE

- A. In the event CONTRACTOR is unable to provide transportation because of Acts of God, fire, flood, riot, war, picketing, civil commotion, strikes, labor disputes or unavailability of fuel, the DISTRICT shall excuse CONTRACTOR from performance hereunder and shall have the right, but not be required, to take over the safe and legal operation of such buses that CONTRACTOR is prevented from running with school employees, or other persons as the DISTRICT may deem appropriate until CONTRACTOR is able to resume operations, provided however, the insurance and hold harmless indemnification clauses herein shall not apply in such a situation. In this event, the DISTRICT shall pay to the CONTRACTOR for buses used, same amount specified in the rate schedule applicable for that year, less all reasonable expenses and cost incurred by the DISTRICT in securing the services of such operating personnel. The CONTRACTOR shall not be released from contractual obligation because of the above-mentioned conditions until satisfactorily established that the nonperformance is not due to the fault or neglect of the Contractor.

If neither the DISTRICT nor the CONTRACTOR operates the buses, the DISTRICT is not obligated to any payments.

8. COMPLYING WITH GOVERNMENT AND/OR SCHOOL MANDATES

- A. If during the term of the contract there are any federal, state or local mandates: (a) requiring modification of CONTRACTOR'S equipment or vehicles used to perform the contract, or, (b) which result in an increase in the business/operational cost of the CONTRACTOR during any one school contract year, then DISTRICT and the CONTRACTOR will negotiate to determine which party will bear the cost of complying with such mandate(s), including the cost of implementing any mandate(s), and the CONTRACTOR'S rate of payment(s) for services to XX during the remainder of the contract term. If DISTRICT and CONTRACTOR are unable to agree on a price adjustment to the contract due to such mandate(s), then either DISTRICT or CONTRACTOR may terminate this contract with one hundred and twenty (120) days written notice to the other. In the event no agreement can be reached, DISTRICT and CONTRACTOR agree to cooperate to transition transportation services back to DISTRICT, DISTRICT agrees to pay CONTRACTOR at the rates otherwise set forth herein until the transition is complete, and neither DISTRICT or CONTRACTOR will make a claim against the either for not completing the term of this contract.

The contract amounts may be adjusted by negotiation between CONTRACTOR and the School Board if mandatory employee health

NORTH SANTIAM SCHOOL DISTRICT NO. 29J

**CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2024**

insurance is required by the federal government.

After the signing of this agreement, in the event of new laws, rules and regulations as required by State or Federal jurisdictions or in the event of exorbitant operational increases that would place new demands on the CONTRACTOR and would substantially increase the cost of this agreement, the CONTRACTOR has the right to renegotiate this agreement. The scope of renegotiations would be limited to the reasons specified in this paragraph.

9. ARBITRATION

- a. In the event a dispute shall arise between the parties to this contract, it is hereby agreed that the dispute shall be referred to United States Arbitration and Mediation for arbitration in accordance with United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final, and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

10. INTEGRATION AND SEVERABILITY

- A. It is understood that the Contract and its referenced attachments constitute the total integration of all the agreements of the parties and supersedes all negotiations, documents, understandings, representations, and past practices of the parties.
- B. Should any provision of the Contract or the application thereof be held invalid or unenforceable, the remainder of the Contract and the application thereof other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

11. CANCELLATION

- A. The DISTRICT may terminate the Contract without cause, upon six (6) months written notice of termination to Contractor.
- B. In the event of termination under any provision herein, District, at its sole discretion, may elect to purchase from Contractor all or selected transportation vehicles then in use in the District. The purchase of

NORTH SANTIAM SCHOOL DISTRICT NO. 29J

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EFFECTIVE JULY 1, 2024**

vehicles under this provision shall be at the then current fair market value. District must give written notice to Contractor of its intent to purchase vehicles at the time the termination notice is provided and must specifically identify vehicles to be purchased within 90 days of the notice of termination or intent to terminate.

- C.** Upon cancellation or normal expiration of Contract, the DISTRICT may buy or lease from the CONTRACTOR any or all regular service and spare buses which are being used by the Contractor. The price for sale and/or lease shall be determined by the depreciation. Depreciated values shall be negotiated between DISTRICT and Contractor.
- D.** Additionally, CONTRACTOR agrees that the DISTRICT will have the right, as an additional option, to enter into a separate lease-maintenance agreement with CONTRACTOR where the DISTRICT will provide the insurance, fuel, drivers, and all other management, and CONTRACTOR will provide the bus ownership and maintenance only. The period of such an arrangement, may be any length of time chosen by the DISTRICT, up to but not beyond the then existing term of the Contract.
- E.** CONTRACTOR agrees to allow the DISTRICT to determine the best method of the above by which to obtain the needed transportation service.

12. FUNDING

The parties recognize that revenue needed to fund this Contract must be approved by established budget procedures. The parties also recognize that the revenue received by the DISTRICT is sometimes affected by circumstances outside the control of the DISTRICT. This Contract, therefore, is entered into contingent upon the ability of the DISTRICT to fund this Contract. Should the DISTRICT experience an unexpected shortfall, which would affect the DISTRICT'S ability to fund this Contract the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation terms of the Contract. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the DISTRICT and the CONTRACTOR.

NORTH SANTIAM SCHOOL DISTRICT NO. 29J

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13. ASSIGNMENT PROHIBITED

Neither this Contract nor any interest herein shall be assigned to any other party or parties without the prior written consent of the DISTRICT. In the event of any attempt to transfer interest without DISTRICT'S permission, the DISTRICT may terminate this Contract with a period of notice of its own choosing.

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**SECTION II
SPECIFICATIONS:**

1. GENERAL SCOPE

CONTRACTOR shall during the period hereinafter set forth, provide, and maintain the required number of school buses and bus drivers to transport conveniently, safely and reliably, all students designated by the DISTRICT to be served under the provisions of the contract. Such transportation shall be provided for regular home-to-school and special education (including school-to-school) transportation service for each and every day that the school is convened and, in addition, CONTRACTOR shall during the period of this agreement provide transportation for all students or other authorized personnel as may be required by the DISTRICT for field trips, excursions, athletic activities, extended school year, summer school, or any other purpose designated by the DISTRICT. The current school year is based on 151 days of school in which transportation is required.

2. VEHICLES

A. MAXIMUM ALLOWABLE BUS VEHICLE AGE:

Average age of all buses, including spares, shall not exceed ten (10) years. Vehicles that exceed the following maximum age limits shall be replaced by new equivalent or better equipment throughout the term of the contract:

- | | | |
|-----------------|--|-------------------|
| (1) Gasoline | | ten (10) years |
| (2) Diesel | | twelve (12) years |
| (3) Small buses | | eight (8) years |

B. APPROVAL:

Both the Oregon State Department of Education and the DISTRICT shall approve all used equipment.

C. CONDITION AND MAINTENANCE:

CONTRACTOR shall keep all equipment used for the transportation of students in strict accordance with the State of Oregon and Federal standards and specifications for school buses. Such equipment shall be always maintained in safe and good mechanical order so as to pass the State School Bus Inspection. Such buses and vehicles shall also be kept

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in a clean and sanitary condition and free from body damage including minor dents and paint scrapes of a cosmetic nature. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance. CONTRACTOR shall administer on all buses and vehicles used by Contractin the transportation of students, an extensive preventative maintenance program which shall include the minimum:

- (1) A safety inspection and required repairs that at the minimum completely comply with the State of Oregon's annual school bus inspection requirements. This shall be completed by August 15th of every contract year or every (25,000) twenty-five thousand miles, whichever comes first. No inspection period, from the last to the most current, shall exceed (12) twelve months.
- (2) A daily pre-trip bus inspection and withdrawing a bus from service if a serious defect exists which includes, but is not limited to steering, brakes, primary vision, exhaust, wheels, or tires.

D. FLEET SIZE:

CONTRACTOR shall have a fleet of adequate number and capability to guarantee service for all of the DISTRICT'S student transportation needs, including basic Home-to-School, special education needs, activities, athletics and field trips. Equipment will be added as needed to meet increasing needs.

- (1) A bus for every home to school or special needs route, as needed by district.
- (2) Four (4) dedicated heavy duty transit buses with under carriage luggage storage for athletics, activities, and field trips
- (3) Type 20: Provide as a minimum:
 - a) 2 (two) Type 20 busette with a capacity of 14 passengers plus a driver.
- (4) Spare buses: Spare buses are defined as vehicles used as a temporary replacement for a regular bus for reason of breakdown, maintenance, or emergency. CONTRACTOR shall keep ample spare buses and other equipment available to ensure that CONTRACTOR can provide uninterrupted student transportation service with a delay of no greater than 30 minutes in the event of a mechanical breakdown or emergency within the DISTRICT. CONTRACTOR shall also have on hand personnel able to react within this time frame. Minimum spare performance requirements are defined above.

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CONTRACTOR should plan larger spare numbers if required to meet these requirements. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.

E. FLEET CHANGES

During the contract it may be necessary to add or delete vehicles.

- (1) Deletion of buses: When the DISTRICT authorizes in writing the elimination of a vehicle from the DISTRICT approved fleet, CONTRACTOR shall remove the vehicle from the DISTRICT and discontinue associated charges as soon after the directive and authorization as possible but not to exceed sixty (60) days from date of directive and authorization.
- (2) Addition of buses: CONTRACTOR will provide additional buses as directed by the DISTRICT in writing within 90 days of written notification or sooner if possible. Where immediate response is required, CONTRACTOR will provide temporary vehicle(s) to accommodate the DISTRICT's request.
- (3) Changes in configuration of buses: CONTRACTOR may make recommendations for configuration changes in size of buses used, to include an outline of savings to the DISTRICT if changes were made. Any reconfiguration of fleet requires prior DISTRICT approval.

F. DISTRICT INSPECTION:

The DISTRICT retains the unrestricted right to inspect at any time the CONTRACTOR's facilities, buses, records, maintenance and operational procedures and driver training as well as other areas pertaining to compliance with contractual terms and/or required methods of transporting students. If equipment is found by such inspection to not comply with legal or contract requirements, the CONTRACTOR shall, at its expense, immediately remove such equipment from service, and supply substitute complying equipment. Equipment removed from service, as the result of an inspection shall not be placed back into service without complete correction of deficiency and authorization of the DISTRICT.

G. TYPE 20 VEHICLES

(Listed under D (2) above): CONTRACTOR shall supply, insure, fuel, maintain and store two (2) Type 20 vehicles, for the DISTRICT's use.

- (1) CONTRACTOR shall provide the necessary classroom instruction to qualify DISTRICT personnel to legally operate such a vehicle.

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- (2) CONTRACTOR must also provide, upon reasonable notice, the necessary behind-the-wheel training required of those persons who have completed the classroom instruction.
- (3) CONTRACTOR shall be obligated to notify the Department of Education as to those qualified to drive such vehicle and, to effect drivers' records checks and maintain a current and accurate list of qualified drivers.

H. REQUIRED MODIFICATION OF BUSES:

Any installation of modification of equipment required by a change in law or regulation shall be the responsibility of the Contractor. Any installation or modification of equipment required by the DISTRICT over and above law or regulation, shall be done by the Contractor, with reimbursement to be made by the DISTRICT at a prior approved cost.

I. RADIOS:

CONTRACTOR shall equip all buses and vehicles used for the transportation of students and all contractor service vehicles with a DISTRICT approved two-way radio or other communication system. CONTRACTOR shall be responsible for maintaining the radio equipment.

J. VIDEO/DIGITAL MONITORING EQUIPMENT:

All regular Home-to-School buses, Home-to-School spare buses, and Activity buses will be equipped for cameras and video or digital monitoring system. CONTRACTOR shall be responsible for maintaining and replacement of this equipment. CONTRACTOR is responsible for maintaining video recording on file for a minimum of ten (10) school days from the recording date, labeled with date and route data to allow easy access. CONTRACTOR is responsible for all installation of video/digital monitoring equipment.

3. FACILITIES

A. CONTRACTOR PROVIDED FACILITY:

The CONTRACTOR will be responsible for providing, at its cost, a transportation facility, including bus parking space and unequipped maintenance and office structures.

B. UTILITIES:

The CONTRACTOR will also be responsible for providing the utilities.

C. CONTRACTOR RESPONSIBILITY:

The CONTRACTOR shall have full responsibility for equipping and maintaining the facility in good repair and appearance satisfactory to the

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DISTRICT and in compliance with all DISTRICT, city, county, state and federal laws and requirements, including but not limited to environmental requirements. The CONTRACTOR shall be responsible for all loss protection and liabilities associated with the facility. This statement does not limit any loss or liability requirements stated elsewhere in this Contract.

4. **ROUTES**

A. **REGULAR HOME-TO-SCHOOL ROUTES:**

The CONTRACTOR shall maintain responsibility for development of all routes and route changes. The DISTRICT reserves the right to require adjustments to routes, where determined by the DISTRICT, to be in its best interest.

B. **SPECIAL EDUCATION:**

The CONTRACTOR shall provide services, both in and out of the district, to transport special education students as required by the DISTRICT, including provision of necessary vehicles to accommodate all special needs. It is understood that requirements for special education buses vary from day to day, requiring careful attention and rapid adjustments of vehicle schedules.

- (1) The CONTRACTOR shall be responsible for developing and coordinating Special Education routes. The CONTRACTOR will be responsible for communicating route information to both parents and schools.
- (2) The CONTRACTOR shall pick up and drop off Special Education students on the same side of the street where they reside. CONTRACTOR shall deliver the students to emergency locations whenever directed by the DISTRICT.
- (3) The DISTRICT shall provide the CONTRACTOR with names, addresses, number of students, and receiving schools for Special Education students who are to be picked up and returned. Information received by the CONTRACTOR from out of district schools and other groups we transport for (i.e., Early Intervention), will be forwarded to the DISTRICT.
- (4) CONTRACTOR shall maintain updated records as furnished by DISTRICT on each Special Education student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique conditions pertaining to each

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student, such as behavior, disability, or health. Each driver shall always have the above appropriate information for any given route with him/her when driving and shall maintain current information. This information shall be guarded as confidential according to Federal and State guidelines implementing PL 94-142 (as altered and re-authorized by PL105-17), parallel state statues, and shall not remain on the bus or vehicle unattended.

- (5) The DISTRICT reserves the authority to review and approve or modify these routes. In addition, The DISTRICT retains the right to transport Special Education Students (i.e., ambulance, taxi, etc.) at any time in the future.

C. ROUTE TESTING:

- (1) Prior to start of each school year the CONTRACTOR shall field-test all routes that the DISTRICT has approved. CONTRACTOR shall notify the DISTRICT of any time discrepancy in scheduling.
- (2) All drivers shall "dry-run" their routes before the start of the school year. All drivers, prior to being assigned or reassigned on a regular basis, shall be required to "dry-run" their route to insure complete familiarity with route operation. The cost of this will be borne by the Contractor.

D. ROUTE OWNERSHIP:

All bus routes, Regular Home-To-School, Special Education, or any other routes that are developed by the CONTRACTOR for the DISTRICT are and will remain the sole property of the DISTRICT.

E. ROUTE NUMBERS:

All buses shall have the appropriate route number for the corresponding school in the windows of the bus each time of providing service to a given school. Route numbers are to be professional looking and easy to read.

F. PROBLEM SOLUTIONS:

If problems develop with loads, bus times, or other problems that might be corrected by route alterations, CONTRACTOR is expected to develop such solutions and present them to the DISTRICT for consideration.

G. ROUTE RESTRICTIONS:

In the designation and selection of routes, under this Agreement, CONTRACTOR shall be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Oregon or any local municipality. However, the DISTRICT at its option

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may specify that CONTRACTOR shall operate over private roads which are maintained in a condition equal to that of the maintenance provided for public roads, given permission from property owners.

H. ROUTE CHANGES:

Student transportation requirements may vary throughout the school year, resulting in adding or deleting buses, and combining or splitting routes. Any and all route changes shall be pre-approved by the DISTRICT. CONTRACTOR bus drivers are not to modify the established DISTRICT approved bus routes without DISTRICT approval. If the DISTRICT increases or reduces the number of buses required to service the routes or reduces the route times, the compensation to the contractor will be adjusted as provided in the Contract. The DISTRICT reserves the right to revise or change any and all routes and the number of buses required to best suit its needs at any time before or during the school year. The CONTRACTOR shall adjust routes and loads as directed by the DISTRICT upon three (3) workdays advance notification for routine changes. The three (3) workdays are intended to be a maximum. The DISTRICTS intention is that the CONTRACTOR would make changes as quickly as possible. CONTRACTOR shall respond to a shorter notification period in situations of an emergency nature or critical to safe, effective operation.

I. BUS LOAD LIMITS:

Passenger loading of buses shall not exceed Oregon State Department of Education or other state or federal limits. CONTRACTOR is required to notify DISTRICT, within one day, of any overload problems.

5. SCHEDULES

A. BUS ARRIVAL, DEPARTURE, TRAVEL TIMES:

The DISTRICT, in developing the routes, and the CONTRACTOR, in driving the routes, will strive to comply with the following guidelines.

- (1) Student arrival at school in the morning (am): not more than 30 minutes (high school), and 15 minutes (elementary/middle school), prior to school or breakfast starting time.
- (2) Bus arrival at school to pick up student in the afternoon (p.m.): No later than 15 minutes after school dismissal time for primary and middle schools and 20 minutes after dismissal time for high school.
- (3) Riding time shall not exceed 60 minutes except as approved by the

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- (4) Buses shall not depart from school earlier than 8 minutes after school dismissal without approval of the school principal.

B. SCHOOL SCHEDULES:

Setting of school hours is the responsibility of the DISTRICT. It is recognized, however, that school hours have great impact on the ability of the CONTRACTOR to efficiently meet the requirements of the Contract. The DISTRICT will inform the CONTRACTOR of any planned changes in school hours, from one year to the next, no later than July 1. The CONTRACTOR will support the DISTRICT in its establishment of the best combination of school and bus schedules by August 8th, with all final decisions at the discretion of the DISTRICT.

6. STAFF

A. CONTRACTOR STAFF:

For the protection of the children, drivers and other persons coming in contact with the children must be of stable personality and of the highest moral character. The DISTRICT places responsibility upon CONTRACTOR and CONTRACTOR agrees that it will not allow a person to drive a school bus or work with students whose character is not of the highest level, or whose conduct might in any way expose a child to any impropriety of word or conduct whatsoever, nor shall CONTRACTOR allow a person to drive a school bus who is not at the time in a condition of mental, physical, or emotional stability.

- (1) CONTRACTOR shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours to be able to perform uninterrupted reliable on time service in case of emergencies, no-shows, and other exceptional circumstances.
- (2) The responsibility of selecting, hiring, training, supervising, and disciplining of drivers and all other employees shall rest upon the Contractor. In the selection and hiring process, the CONTRACTOR shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal, and safe driving record as may be allowed by law. The CONTRACTOR will be responsible for fingerprinting all employees that encounter students. The CONTRACTOR shall not knowingly employ anyone who has:
- (a) A felony conviction within the past ten years or any conviction

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- for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
- (b) Conviction of DUI, manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
 - (c) Conviction within the past two years of careless or reckless driving.
 - (d) Conviction of more than one offense in the past three years of speeding, violation of a traffic signal, or citation.
 - (e) A pattern of driving violations on the record.
 - (f) Drivers must meet all requirements of the Oregon Department of Education School Bus Drivers.
- (3) CONTRACTOR must have in place a program for mandatory drug testing/screening for all new hires, mandatory post-accident drug testing, and random testing for all employees.
- (4) The responsibility for hiring and discharging personnel in respect to all the foregoing shall rest entirely upon the CONTRACTOR and the CONTRACTOR agrees that it shall enter into no agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the Contractor's ability to comply with this requirement. The CONTRACTOR further agrees that the DISTRICT shall have the right by written order to require dismissal from the CONTRACTOR's employ or transfer of any person(s) or driver(s) in the CONTRACTOR's employ who in the opinion of the DISTRICT is not qualified for the job assigned or has failed to comply with the requirements and expectations of the DISTRICT, or who is not in compliance with this Contract, the District Policy or any government laws or regulations as related to his or her job in regard to any or all of the foregoing.

B. CONTRACTOR'S PERSONNEL:

- (1) Site Manager:
- (a) CONTRACTOR shall provide an on-site manager with significant supervisory experience in the field of student transportation.
 - (b) The DISTRICT shall have the right of final approval of the appointment of the on-site manager and to require dismissal of any non-driving personnel person who has not performed to the satisfaction of the DISTRICT. Unless otherwise authorized in writing by the DISTRICT, such replacement shall occur within 3 months of DISTRICT written direction for such replacement.

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- (c) It is the expectation of the DISTRICT that the Onsite Manager assigned to administer this Contract with the DISTRICT will remain for the duration of the Contract if possible. The DISTRICT requires six months notification of any consideration of employment status change of the on-site manager that is under the control of the CONTRACTOR.
 - (d) The on-site manager shall have the experience, skills, and necessary delegated authority to take responsibility for all requirements of the Contract and to speak fully for the Contractor. The DISTRICT'S expectation is that the on-site manager will have the ability to manage all phases of student transportation. The on-site manager skills will include computer literacy with word processing, spreadsheets, and electronic communication. The manager's duties will include all functions necessary for full administration of all Contract requirements. These shall include, but not be limited to, responding to parent concerns and complaints, coordinating with, and supporting individual schools, supporting, and helping implement DISTRICT programs for student behavior management, driver training, etc.
- (2) In addition to site-manager, CONTRACTOR agrees to provide, at minimum, the following personnel on site:
- (a) CONTRACTOR agrees to designate a safety and discipline officer, acceptable to the DISTRICT, who shall work with students, drivers, school personnel, and parents. The safety and discipline manager may also be the Site-Manager.
 - (b) CONTRACTOR shall provide personnel sufficient for smooth operations of DISTRICT as required that understand maintenance requirements and standards applicable to the Oregon Department of Education.
 - (c) CONTRACTOR agrees to supply a primary driver to each route bus. The driver shall perform all ordinary and usual requirements of the position of school bus driver, and other necessary tasks to meet the standards of service and performance under the terms of this agreement.
 - (d) CONTRACTOR agrees to provide other staff as necessary to meet the

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service expectation of the Contract.

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C. MINIMUM REQUIREMENTS OF DRIVERS:

- (1) CONTRACTOR shall permit subject school buses to be operated only by well-trained and competent drivers who hold valid CDL licenses and school bus driver's certificate issued by the State of Oregon Department of Education.
- (2) CONTRACTOR shall make its best effort to hire school bus drivers and other personnel with previous school bus driving or school transportation experience or having good aptitude for training. The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.
- (3) CONTRACTOR shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this contract shall be a driver assigned to a specific route(s) at the commencement of each school year and are normally expected to remain until the end of the school year. The CONTRACTOR may transfer drivers among routes whenever the interest of the students may be served but shall minimize such transfers throughout the year. The DISTRICT reserves the right to request a replacement or transfer of a driver for good cause.
- (4) The CONTRACTOR shall provide to the DISTRICT a sign compliance notification prior to the beginning of each school year and by March 15th, that: 1) all drivers have satisfactorily passed a pre-trip inspection and behind the wheel test, and 2) that the CONTRACTOR has in their files a copy of the criminal verification and driving record report for each driver along with a list of drivers waiting for approval.
- (5) A driver supervisor shall ride with every certified bus driver at least once each semester for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management. The CONTRACTOR will submit a report to the DISTRICT listing all drivers and their review dates. In addition, the DISTRICT may at any time have a representative ride with any driver of the CONTRACTOR for the purpose of observation to assure compliance with the terms and conditions of this agreement.

D. STAFFING HOURS: The CONTRACTOR shall have resident at their

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facilities a competent Manager. The on-site Manager or any CONTRACTOR employee filling in for the Manager in his/her absence shall be fully authorized to act on behalf of the CONTRACTOR. On-site Manager or other CONTRACTOR staff will be available until the last regular route bus returns to the bus facility at the end of the day on all days that buses are running on regular home-to-school routes, and on call at other times as required by activity trips.

E. EMERGENCY CONTACT: One or more emergency phone numbers must be provided to the DISTRICT where CONTRACTOR can be reached 24 hours a day, 7 days a week in case of emergency. The On-Site Manager must have a cellular phone.

F. APPAREL AND NAME TAGS:
The DISTRICT requires that all employees of CONTRACTOR be issued name tags to be worn while on duty in providing service to the DISTRICT. The DISTRICT also requires that all CONTRACTOR staff maintain a professional appearance for the duties, in accordance with standards to be worked out with the DISTRICT.

7. REPORTS

A. DISCIPLINE AND HEALTH:

CONTRACTOR shall provide the DISTRICT within twenty-four (24) hours student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, phone contact with the DISTRICT, will be made immediately.

B. ACCIDENT:

- (1) CONTRACTOR shall notify the DISTRICT Transportation Manager or designee immediately by telephone of any vehicle accident or injury.
- (2) The CONTRACTOR will provide within two hours of an accident the number of students and staff on the bus at the time of the accident, their full names, and their seating position on the bus, where applicable.
- (3) The CONTRACTOR will provide any additional information to the DISTRICT as required in DISTRICT Policies and Procedures.
- (4) CONTRACTOR shall forward within twenty-four (24) hours of each accident where an injury is sustained a written report describing all

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details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident and filed according to State law and regulations.

- C. DAILY BUS REPORT (DBR):**
CONTRACTOR shall use and have drivers complete a Daily Bus Report (DBR). Reports shall be completed for each individual bus movement by date and route. These shall remain on file at the transportation facility and be available for DISTRICT audit and review on request. Final form design is to be approved by the District.
- D. BUS DRIVER INFORMATION REPORTS:**
CONTRACTOR shall have in their files, made available to the DISTRICT upon request, information such as, but not be limited to, driver's names, dates of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.
- E. BOOKS:**
The DISTRICT retains the unrestricted right to inspect the Contractor's buses, records, maintenance, and operational procedures and driver training, as well as other areas pertaining to compliance with the contractual terms and/or required methods of transporting students.
- F. STATE REPORTS:**
CONTRACTOR shall furnish to the DISTRICT copies of all transportation reports to the State of Oregon. This will include annual preparation in draft form of the state annual transportation report, form 581-2249 by 30 days prior to date set by State of Oregon. CONTRACTOR shall make such special reports, studies and surveys regarding student transportation as are reasonably necessary to the DISTRICT.
- G. INSPECTION/CERTIFICATION REPORTS:**
CONTRACTOR shall, by June 1 of each year, provide written lists of all Contract buses and vehicles including year, make, size, and specifications to be used for student transportation by the CONTRACTOR or a letter from a manufacturer committing that buses will be available in Portland, Oregon by August 15 of the subject year. Prior to DISTRICT approval, the CONTRACTOR shall pre-inspect all the above buses, vehicles and provide the DISTRICT with complete copies of the Oregon Annual Vehicle Inspection/Maintenance and Certification (Forms 581-2255 and 581-2256C) by August 15 of the subject year or no later than ten working days prior to their use by the contractor for student transportation. CONTRACTOR shall correct all discrepancies within two

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weeks and notify the DISTRICT in writing of the same.

H. MONTHLY REVIEW:

CONTRACTOR's on-site manager shall meet with DISTRICT designated personnel once a month, no later than 15th of the month, to report on achievements, areas of concern, activities performed in compliance with the Contract and information of interest regarding news and changes in the school transportation industry.

I. MONTHLY SUMMARY REPORT:

The CONTRACTOR shall supply the DISTRICT with a monthly summary report. The report will include, but not necessarily be limited to:

- (1) The number of open routes
- (2) Current number of assigned drivers
- (3) Current number of substitute/cover drivers
- (4) Number of drivers in training and estimated completion date
- (5) The number of accidents
- (6) The number of vehicle breakdowns
- (7) How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
- (8) Late buses, indicating what school, route, date, time and reason
- (9) Bus capacity and estimated daily ridership by route, AM, Mid-day, and PM.

J. DISTRICT MEETINGS:

Contractor's on-site Manager shall be available for attendance at DISTRICT meetings and school board meetings as needed and requested by the DISTRICT.

K. ANNUAL PRESENTATION:

CONTRACTOR shall be available to make a presentation annually to DISTRICT designated personnel and/or the DISTRICT Board of Directors summarizing the prior years activities, latest developments within the field of student transportation, the Contractor's company, other items of interest to the DISTRICT and plans for the year ahead. The DISTRICT will attempt to provide a minimum of 30 days' notice to the CONTRACTOR of such presentations.

L. MONTHLY BILLING:

Accompanying the monthly billing, the CONTRACTOR will provide the DISTRICT with a computer spreadsheet file in Microsoft Excel of the billing work up. The details will be defined by the DISTRICT.

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8. COOPERATION

Student transportation has great visibility in the community and plays a key part in the DISTRICT's relationship with the community and the community's perceptions of the DISTRICT. It is crucial to the maintenance of a positive and cooperative community environment, an essential ingredient to the DISTRICT'S achievement of its educational goals, that the CONTRACTOR becomes a positive and supportive partner in communicating and conveying true interest and concern to the public. This need is so important that it constitutes a major factor by which CONTRACTOR performance will be judged by the DISTRICT.

A. INQUIRIES ABOUT DRIVERS AND STUDENT PROBLEMS:

CONTRACTOR will be responsible for answering inquiries from the public regarding drivers and student problems, schedules and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the DISTRICT Transportation Manager or, in his/her absence or unavailability, to another appropriate Central Office administrator.

B. INQUIRIES ABOUT ROUTES AND BUS STOPS:

CONTRACTOR will be responsible, if requested by the DISTRICT, for answering inquiries from the public regarding routes, schedules and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the DISTRICT Transportation Manager or, in his/her absence or unavailability, to another appropriate Central Office administrator.

C. COURTESY AND PATIENCE:

The DISTRICT is dedicated to its community role as a customer service organization. DISTRICT patrons must find positive responsiveness in their contact with the CONTRACTOR and all its personnel.

D. STAFF/DRIVER MEETINGS:

Joint meetings for training and open exchange between DISTRICT staff and Drivers will be held at annually at a minimum. It is mandatory that all CONTRACTOR drivers and staff attend these meetings unless excused by the DISTRICT. The CONTRACTOR and its drivers shall work in support of DISTRICT policies and strategies regarding interaction with students and handling of behavioral problems. It is essential that the DISTRICT and the CONTRACTOR establish open and constructive communications. This important

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relationship will also be a major factor in the DISTRICT's evaluation of CONTRACTOR performance.

9. SAFETY PROGRAM

The critical aspect of any student transportation program is the safety of the students. The DISTRICT expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of buses, and support of DISTRICT policy regarding rider behavior and behavioral problems.

- A.** CONTRACTOR shall administer a satisfactory safety program, which shall conform to the requirements of the State of Oregon and includes, but is not limited to, a regularly scheduled safety meeting for contractor's personnel. It shall also include a school bus safety and training program for students.
- B.** The CONTRACTOR will develop and maintain, with DISTRICT approval, a written emergency crisis plans that addresses transportation emergencies in conjunction with the DISTRICT's Emergency Plan. The CONTRACTOR will instruct all its employees of the content of both the CONTRACTOR and the DISTRICT's emergency plans. This plan shall be submitted to the DISTRICT and requires DISTRICT approval prior to implementation.
- C.** CONTRACTOR shall be available to make a bus safety presentation to classes of students in grades K-8 within the DISTRICT as advised and directed by the DISTRICT. These presentations will be in addition to the Emergency Evacuation Drill sessions required by the State of Oregon. In addition, assemblies and large group presentations will be presented as requested by individual principals.

10. INCLEMENT WEATHER

The CONTRACTOR shall operate during inclement weather conditions unless routes are canceled by the DISTRICT. CONTRACTOR shall provide in a timely manner for appropriate equipment (chains and snow tires), trained personnel, and shall implement DISTRICT defined alternate routes as necessary to operate under such conditions. The DISTRICT shall have the sole responsibility of altering bus routes to snow routes or canceling bus service for that day. To ensure that the district is able to make a sound decision pertaining to the cancellation or alteration of bus routes the

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CONTRACTOR is required to travel and inspect all designated roads during inclement weather and consult with the DISTRICT and/or designated Administrator regarding road conditions prior to 5:00 AM. Should bus services be required, CONTRACTOR agrees that it will abide by the decision of the DISTRICT and will operate the routes as normally as possible. During the fall of each year, CONTRACTOR shall meet with the DISTRICT to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.

11. STUDENT BUS CONDUCT

A. DRIVER TRAINING AND CONSISTENCY:

The DISTRICT pursues diligently the consistent handling of student behavior issues so that our students know what to expect. It is important that our bus drivers also work for consistent treatment and expectations of students for us to jointly maintain sound DISTRICT wide codes of conduct. The DISTRICT shall share DISTRICT procedures and policies and the CONTRACTOR will develop and share their procedures relative to student conduct and shall provide adequate training to its drivers in these standards. The CONTRACTOR shall maintain a continuing program to assure and promote driver adherence to DISTRICT procedures and standards.

B. BEHAVIOR PROBLEMS:

CONTRACTOR shall follow DISTRICT procedures in reporting student behavior problems relative to the buses to the building principal or his/her office. All disciplinary matters will be handled in strict accordance with the DISTRICT policy. It is the responsibility of the CONTRACTOR to implement and follow through with all student's disciplinary action including but not limited to issuing misconduct citations, following through with revoked bus riding privileges, meeting with parents, and communicating with principals and school district counselors concerning student behavior. Drivers are responsible for filling out bus citations, communicating with the DISTRICT, supporting principals' actions and meeting with principals and parents when necessary. A procedure shall be developed, subject to the approval of the DISTRICT, to report defined cases of student misbehavior on buses to the building principal or his office. All disciplinary matters will be handled in accordance with the DISTRICT policy, including acts of vandalism to the buses.

C. COMMUNICATIONS:

(1) In addition to, and as an important supplement to other forms of

NORTH SANTIAM SCHOOL DISTRICT NO. 29J

**CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2024**

communication between CONTRACTOR and the DISTRICT, Contractor's drivers and DISTRICT's principals shall establish direct communications to assure the timeliest awareness of and solution to problems.

- (2) CONTRACTOR shall be responsible for answering all calls related to drivers and student problems. CONTRACTOR is expected to work with building staff in individual school buildings in resolution of problems with students. DISTRICT will be available for calls that cannot be satisfactorily resolved by the contractor.

12. DISTRICT PERSONNEL DRIVERS

- A.** In certain circumstances the DISTRICT may desire its staff to operate type 10, type 20 vehicles to transport students. The CONTRACTOR shall allow qualified DISTRICT personnel to drive such contractor vehicles for field trips, excursions, school projects, activities, sports, and other DISTRICT approved activities. In such cases, no driver charge will be made by CONTRACTOR to DISTRICT. DISTRICT personnel assigned to drive contractor vehicles shall meet all CONTRACTOR approval. DISTRICT will ensure for negligent acts of district drivers and vehicle damage while operated by DISTRICT qualified drivers under the DISTRICT'S hired vehicles policy. CONTRACTOR shall be responsible for vehicle fuel cost.
- B.** CONTRACTOR agrees, by separate fee to DISTRICT, to provide the following service for approved DISTRICT staff who desire to operate type 10 or 20 vehicles:
 - (1) CONTRACTOR shall provide the necessary classroom instruction to qualify DISTRICT personnel to legally operate such vehicles.
 - (2) CONTRACTOR must also provide, upon reasonable notice, the necessary behind-the-wheel training required of those persons who have completed the classroom instruction.
 - (3) CONTRACTOR shall be obligated to notify the Department of Education as to those qualified to drive such vehicles as well as initiate drivers' records checks and maintain a current and accurate list of qualified drivers.

CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2024

**SECTION III
COSTS**

1. COST/FEE STRUCTURE:

CONTRACTOR will bill DISTRICT based upon the following separate identifiable fees:

A. FIXED COSTS FEE:

- (1) Included Costs: This category of cost is intended to pick up the balance of fixed costs for the full year, based on the current level of transportation service represented by this Contract, and so that rate-based fees do not contain a fixed cost component. Examples of intended fixed cost include, but are not limited to; facilities, insurance, management/office staffing, routing software, mechanic staffing and equipment, service vehicle, miscellaneous operating expenses, etc.
- (2) Spare Vehicles: The fixed cost associated with providing spare vehicles as required by this Contract are included in this cost category.
- (3) Other Vehicles: It is not the intent of the contract that the fixed costs associated with other student transportation vehicles be included in this "Fixed Cost Fee" category.
- (4) Fixed Costs Fee is identified in Addendum A, attached, and will be divided and billed evenly over a 12-month period.

B. RATE BASED FEES COST EFFICIENCIES:

- (1) Included Costs: This category is intended to pick up the costs associated with home-to-school routes, special education routes, activity trips and other miscellaneous transportation of students. Examples include rate-based costs including: driver wages and benefits, bus and bus equipment depreciation of costs and supplies associated with vehicle maintenance. Rate Based Fee costs should exclude fixed costs defined above.
- (2) Rates may be established as daily, hourly or combination thereof for activity where students are transported.
- (3) Rate fees may not be charged for items such as state mandated drills, driver training, or test route driving.
- (4) CONTRACTOR will also provide individual fee rates for training

NORTH SANTIAM SCHOOL DISTRICT NO. 29J

**CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2024**

district staff as previously specified in this document.

- (5) Overnight Charges: The CONTRACTOR will be allowed to charge an overnight charge for a DISTRICT trip that requires an overnight stay. The overnight charge shall be defined in Addendum A. Should the DISTRICT arrange for the overnight lodging for the CONTRACTOR'S driver and pay for it, there will be no charge by the CONTRACTOR.
- (6) Type 20 Activity Trips:
 - (a) If the DISTRICT provides the driver, the charges for the activity trip will be in accordance with Addendum A – mileage charges only.
 - (b) All charges to the DISTRICT for mileage for travel time shall start when bus departs transportation facility and end when bus reaches transportation facility on return.

2. FUEL COSTS

A. GENERAL: Fuel costs are to be the responsibility of the CONTRACTOR. At its option, the DISTRICT may arrange to pay for fuel through a local supplier.

3. COMPENSATION:

The CONTRACTOR will bill the DISTRICT and be paid monthly. Billing is due to the DISTRICT by the 10th of each month for the prior month. Payment will be made by the last Friday of the current month.

4. OTHER PRICING NOTES

A. CPI

- (1) All costs other than driver costs will be adjusted on July 1 at the start of each new Contract year using the average annual change in the January to January All Urban Consumers US City Average Consumer Price Index as follows:
 - If the CPI drops below 1.5%, the DISTRICT agrees to pay a floor rate of 1.5%.
 - If the average change for the January-to-January CPI is greater than 5% (up or down) then the adjustment shall equal 5% plus one-half of the amount greater than 5%. If the CPI change is 5% or less, the adjustment shall equal the CPI change.

B. SCHOOL DAY OR ROUTE CANCELLATIONS:

NORTH SANTIAM SCHOOL DISTRICT NO. 29J

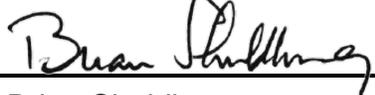
**CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2024**

Regular Home-to-School payments will be reduced by 1/2 the cost of the canceled route(s) shown in the Home-to-School Rate Table. In addition, the DISTRICT will be billed for any minimum payments CONTRACTOR must pay drivers as a result of DISTRICT giving CONTRACTOR less than 2 hours' notice of cancellation. In the case of inclement weather where CONTRACTOR is working with DISTRICT in making decision to close school, this notification timeline will be waived.

- C. OTHER TEMPORARY ROUTE CHANGES:** For temporary route changes to the Regular Home-to-School, the Regular Home-to-School payments will be altered up or down for the temporary service according to the rate sheets in effect at the time.
- D. VANDALISM COST:** All cost that occurs as a result of vandalism is the sole expense of the Contractor.
- E. MONTHLY BILLING:** In addition to the monthly billing the CONTRACTOR will submit to the DISTRICT an electronic file of all billing support information. The content and format will be determined by the DISTRICT.
- F. COST EFFICIENCIES:** DISTRICT and CONTRACTOR shall meet from time to time during the life of the Contract to discuss creative, effective, and efficiencies in operations. Any proposed changes resulting from these meetings will require prior DISTRICT written approval.

IN WITNESS WHEREOF, said Contractor has set his hand and seal and the School District has caused these presents to be executed by its proper officers, this, the day, and year first above written.

Mid Columbia Bus Company, Inc.
PO Box 1108
Pendleton, OR 97801



Brian Shuldberg
Region Vice President

Date: 09/04/2024

North Santiam School District
1155 N 3rd Ave
Stayton, OR 97383

Lee Loving
Superintendent

Date:

NORTH SANTIAM SCHOOL DISTRICT NO. 29J
Request for Proposal-Student Transportation Services

REQUIRED PROPOSAL FORMS
2 – PROPOSAL RATE SCHEDULE

1. NAME OF PROPOSER: Mid Columbia Bus Company, Inc.

This rate sheet is not intended as a reflection of the annual rates to be charged by the **Proposer** to the District. Cost estimates shown below are to be used by the District for the purposes of comparing annual proposal costs and as the basis for negotiations with the successful **Proposer**. Rates are to be **based upon a minimum of 172 students home-to-school transportation days** and based upon current route configurations. Successful **Proposer** will commit to a final rate schedule, which shall be the basis of any and all fees charged, within the final Agreement with the District.

2. FIXED COST:

All inclusive fixed cost as described in Section VI. This is based upon maintaining current service level as described in Section VII and other requirements as specified in Section VI.

Annual Fee	\$ <u>347,865.81</u>
Monthly Fee	\$ <u>28,988.83</u>

3. RATE BASED COST:

(Proposer may select and set a daily minimum rate for the first 0, 1, 2, 3, or 4 hours of use. Please insert increment on schedule in place of "first three hours" if necessary.

A. Daily total minimum rate per route bus, for "first three hours" for the following:

84-89 Passenger Heavy-duty Transit Bus	\$ _____ 318.84
65-78 Passenger Transit or Conventional Bus	\$ _____ 318.84
12-30 Passenger Mini Bus w/o Lift	\$ _____ 318.84
12-30 Passenger Mini Bus w/Lift	\$ _____ 318.84
Other	\$ _____

B. Daily total hourly rate per route bus for time over the "first three hours" of daily use:

84-89 Passenger Heavy-duty Transit Bus	\$ _____ 46.93
65-78 Passenger Transit or Conventional Bus	\$ _____ 46.93
12-30 Passenger Mini Bus w/o Lift	_____ 46.93
12-30 Passenger Mini Bus w/Lift	\$ _____ 46.93
Other	\$ _____ 46.93

C. Home to School beyond 172 minimum operating days – Daily total minimum rate per hour bus for the following (minimum first three hours if applicable):

	Minimum	Per Hour
84-89 Passenger Heavy-duty Transit Bus	\$ <u>318.84</u>	\$ <u>46.93</u>
65-78 Passenger Transit or Conventional Bus	\$ <u>318.84</u>	\$ <u>46.93</u>
12-30 Passenger Mini Bus w/o Lift	\$ <u>318.84</u>	\$ <u>46.93</u>
12-30 Passenger Mini Bus w/Lift	\$ <u>318.84</u>	\$ <u>46.93</u>
Other	\$ <u>318.84</u>	\$ <u>46.93</u>

D. Summer and extended school year rates – The rate charged for each regular route bus for each day operated for Summer School or special education extended school year programs is as follows (minimum first three hours if applicable):

	Minimum	Per Hour
84-89 Passenger Heavy-duty Transit Bus	\$ <u>318.84</u>	\$ <u>46.93</u>
65-78 Passenger Transit or Conventional Bus	\$ <u>318.84</u>	\$ <u>46.93</u>
12-30 Passenger Mini Bus w/o Lift	\$ <u>318.84</u>	\$ <u>46.93</u>
12-30 Passenger Mini Bus w/Lift	\$ <u>318.84</u>	\$ <u>46.93</u>
Other	\$ <u>318.84</u>	\$ <u>46.93</u>

E. Rate reduction for operations less than 172 days – The minimum daily rate for each regular route bus will be reduced for each day operated less than 172 days as follows (minimum first three hours if applicable):

84-89 Passenger Heavy-duty Transit Bus	\$ <u>0.00</u>
65-78 Passenger Transit or Conventional Bus	\$ <u>0.00</u>
12-30 Passenger Mini Bus w/o Lift	\$ <u>0.00</u>
12-30 Passenger Mini Bus w/Lift	\$ <u>0.00</u>
Other	\$ <u>0.00</u>

F. All activity and field trip busing rate per bus, per hour – if vehicle is **not** a reserve bus:

84-89 Passenger Heavy-duty Transit Bus	\$ <u>38.04</u>
65-78 Passenger Transit or Conventional Bus	\$ <u>38.04</u>
12-30 Passenger Mini Bus w/o Lift	\$ <u>38.04</u>
12-30 Passenger Mini Bus w/Lift	\$ <u>38.04</u>
Other: Additional charge over 8 hours	\$ <u>14.15</u>

If vehicle is a reserve bus (if rate is different):

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other	\$ _____

Overnight Charge (Meals/Motel) \$ 178.05

G. Activity vehicles driven by District personnel – Buses driven by qualified District staff for student activities will be charge the following hourly rates:

12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: Rate per mile for miles driven by District staff	\$ <u>.82</u>

If vehicle is a reserve bus (if rate is different):

12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other	\$ _____

4. MAINTENANCE OF DISTRICT OWNED VEHICLES:

Mechanic Rate Per Hour \$ 56.63
Percentage Markup of Part Over Cost 0%

5. DISTRICT BUS DRIVER TRAINING FEE:

Classroom \$ 80.92 per class
Behind the Wheel \$ 35.60 per hour

6. CREDIT FOR OUTSIDE USE:

List the billing credit per bus, per mile or hour, to be provided to the District for use of fleet buses serving the District, which are used by **Proposer** for outside charter services.

\$0.10 per mile for charter trips.

7. OTHER FEES:

Any other potential fee charged under this proposal must be listed below. Attach additional sheet if necessary.

CPI will be the Portland – Salem annual change.

8. ALTERNATE FUEL SOURCES CONVERSION

Estimated Cost for Converting Fleet N/A \$ _____
Estimated Fuel Differential per Gallon N/A \$ _____

Provide pricing details as it applies to overhead costs and hourly rates. Proposals for alternate fuel sources will be considered in the District's scoring process.

Summary

Newly revised rules regarding fingerprint collection offer the addition of a statewide vendor identified by DAS as an authorized fingerprint collector and remove the option for volunteers to appeal to ODE on a fitness determination issued by ODE. If the changes are accepted, it eliminates the need for an accompanying AR.

The proposal is to delete the version in red located at the bottom of this document and replace it with the version in black.

North Santiam School District

Code: GCDA/GDDA

Adopted:

Criminal Records Checks and Fingerprinting * (Proposed)

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require certain individuals to submit to a criminal records check and fingerprinting as required by law. This includes employees, contractors, volunteers and others.

Requirements for Employees not Licensed, Certified or Registered by the Teachers Standards Practices Commission (TSPC)

All newly hired employees¹ not identified under Oregon Revised Statutes (ORS) 342.223² are required to submit to a criminal records check and fingerprinting as required by law. A newly hired employee is not subject to fingerprinting if the district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district³ or private school, and has not resided outside the state between the two periods of employment⁴.

An individual shall be subject to the collection of fingerprint information, only after the offer of employment from the district. Fees associated with criminal records checks and fingerprinting for individuals applying for employment with the district and not requiring licensure shall be paid by the individual. An individual may request the fee be withheld from the amount otherwise due the individual. The district will withhold this amount only upon request of the subject individual.

¹ Any individual hired within the last three months. This does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

² ORS 342.223 includes teachers, administrators, personnel specialist, school nurses, persons participating in supervised clinical practice experience, practicum or internship as a teacher, administrator or personnel specialist. See statute for details.

³ As is defined in OAR 581-021-0510(9); includes school districts, the Oregon School for the Deaf, and educational program under the Youth Corrections Education Program, public charter schools and ESDs.

⁴ {Additional exception applies through July 1, 2024. See ORS 326.603(4)(b).}

The district shall not begin the employment of an individual before the return and disposition of the required criminal records checks.

When the criminal records check indicates an individual has been convicted of any crimes⁵ prohibiting employment, the individual will not be employed, or if employed will be terminated. When the criminal records check indicates an individual has knowingly made a false statement as to the conviction of any crime, the individual will not be employed by the district, or if employed by the district will be terminated. An individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law will not be employed by the district. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

Requirements for individuals in positions requiring licensure, certification or registration with Teacher Standards and Practices Commission (TSPC) are outlined in ORS 342.223.

Requirements for Contractors

All individuals employed as or by a contractor and considered by the district to have direct, unsupervised contact with students⁶ or unsupervised access to children are required to submit to a criminal records check and a fingerprint-based criminal records check.

The superintendent or designee will identify contractors who are subject to such requirements.

A contractor or an employee of a contractor required to submit to a criminal records check and fingerprinting in accordance with law and Board policy will be terminated from contract status, or withdrawal of offer of contract will be made by the district upon:

1. Refusal to consent to a criminal records check and fingerprinting; or
2. Notification⁷ from the Superintendent of Public Instruction that the individual has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.

A subject individual will be terminated from contract status upon notification from the Superintendent of Public Instruction that the individual has knowingly made a false statement as to the conviction of any crime.

⁵ See OAR 581-021-0511(8).

⁶ “Direct, unsupervised contact with students” means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. (OAR 581-021-0510)

⁷ Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

Requirements for Volunteers

The district shall require a fingerprint-based criminal records check for volunteers allowed direct, unsupervised contact with students, in the following positions:

1. Head coach;
2. Assistant coach;
3. Overnight chaperone;
4. Volunteers transporting students, other than their own, in a private vehicle off district property for a district-sponsored activity;
5. List of other positions subject to this fingerprinting, if any.

The service of a volunteer into a position identified by the district as requiring a fingerprint-based criminal records check will not begin before the return and disposition of a state and national criminal records check based on fingerprints.

Volunteers allowed by the district into a position designated by the district to have direct, unsupervised contact with students shall submit to an in-state criminal records check.

The service of a volunteer allowed to have direct, unsupervised contact with students will not begin before the return and disposition of a criminal records check.

A volunteer that is not likely to have direct, unsupervised contact with students, as determined by the district, may not be required to submit to an in-state criminal records check.

A volunteer who knowingly made a false statement on a district volunteer application form or has a conviction of a crime listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district.

Fees associated with a required fingerprinting for volunteers shall be paid by the district. Fees associated with required non-fingerprinting criminal records checks for volunteers shall be paid by the district.

A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and Board policy will be denied such ability to volunteer in the district.

Requirements for Others

Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day is required to submit to a criminal records check and a fingerprint-based criminal records check.

Any individual who is an employee of a public charter school and not identified under ORS 342.223 is required to submit to a criminal records check and a fingerprint-based criminal records check.

Notification

The district will provide written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or volunteer forms.

The district will provide the following notification to individuals subject to criminal records checks and fingerprinting:

1. Such criminal records checks and fingerprinting are required by law or Board policy;
2. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
3. A refusal to consent to a required criminal records check and fingerprinting shall result in immediate termination from employment, or contract status or the ability to volunteer in the district;
4. A determination by the Oregon Department of Education (ODE) which affects an individual's eligibility to be employed, or contracted with, by the district may be appealed to the Superintendent of Public Instruction under ORS 183.413 – 183.470;
5. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts, or ODE forms (written or electronic) will result in immediate termination from employment or contract status;
6. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status;
7. A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district. The district will remove the volunteer from the position allowing direct, unsupervised contact with students.

Processing and Reporting Procedures

Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.

Fingerprints may be collected by one of the following:

1. Employing district staff;
2. Contracted agent of employing district;
3. Local or state law enforcement agency; or

4. Statewide vendor identified by the Oregon Department of Administrative Services.

To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.

The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime or has a conviction of a crime prohibiting employment, or contract or volunteering.

A copy of the fingerprinting results will be kept by the district. The district’s use of criminal history must be relevant to the specific requirements of the position, services or employment.

END OF POLICY

Legal Reference(s):

ORS 181A.180	ORS 336.631	OAR 581-022-2430
ORS 181A.230	ORS 342.143	OAR 584-050-0012
ORS 326.603	ORS 342.223	OAR 584-050-0100
ORS 326.607	OAR 414-061-0010 – 061-0030	
ORS 332.107	OAR 581-021-0510 – 021-0512	

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2018).

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North Santiam School District

Code: GCDA/GDDA
 Adopted: 2/26/98
 Revised/Readopted: 12/17/15; 10/19/17; 4/20/23
 Orig. Code: GCDA/GDDA

Criminal Records Checks/Fingerprinting

(Current Version - See version above in black for recommended edits)

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require all newly hired, full-time and part-time employees⁸ not requiring licensure under Oregon Revised Statute (ORS) 342.223 to submit to a criminal records checks and fingerprinting as required by law. Other individuals, as determined by the district, that will have direct, unsupervised contact with students shall

⁸ Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

submit to criminal records checks and/or fingerprinting, as established by Board policy and as required by law.

“Direct, unsupervised contact with students” means contact with a student that provides the person opportunity and probability for personal communication or touch when not under direct supervision.

Pursuant to state law, a criminal records check or fingerprint-based criminal records checks shall be required of the following individuals⁹:

1. All individuals employed as contractors, whether employed part-time or full-time, and considered by the district to have direct, unsupervised contact with students;
2. Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood education program or at a grade K through 12 school site during the regular school day;
3. Any individual who is an employee of a public charter school and not requiring licensure under ORS 342.223; and
4. Any individual considered for volunteer service with the district who is allowed to have direct, unsupervised contact with students.¹⁰

The district will provide written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or volunteer forms. The district shall require a fingerprint-based criminal records check for volunteers allowed direct, unsupervised contact with students, in the following positions:

1. Coach;
2. Overnight chaperone.

The procedure for processing fingerprint collection is further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

A subject individual shall be subject to the collection of fingerprint information, only after the offer of employment or contract from the district and may be charged a fee by the district. A subject individual may request the fee be withheld from the amount otherwise due the individual.

The district shall not begin the employment of a subject individual or terms of a district contractor before the return and disposition of the required criminal records checks.

When the district is notified of a subject individual who has been convicted of any crimes prohibiting employment or contract the individual will not be employed or contracted, or if employed will be

⁹ Subject individuals and requirements are further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

¹⁰ If the district allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and districts are required to conduct criminal records checks on these volunteers.

terminated. When the district is notified of a subject individual who knowingly made a false statement as to the conviction of any crime, the individual will not be employed or contracted with by the district, or if employed by the district will be terminated. A subject individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law will not be employed or contracted with by the district.

The district's use of criminal history must be relevant to the specific requirements of the position, services or employment. The service of a volunteer allowed to have direct, unsupervised contact with students will not begin before the return and disposition of a criminal records check.

The service of a volunteer into a position identified by the district as requiring a fingerprint-based criminal records check will not begin before the return and disposition of a state and national criminal records check based on fingerprints.

A volunteer who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district.

The superintendent shall develop administrative regulations as necessary to meet the requirements of the law.

Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

END OF POLICY

Legal Reference(s):

ORS 181A.180	ORS 336.631	OAR 581-022-2430
ORS 181A.230	ORS 342.143	OAR 584-050-0012
ORS 326.603	ORS 342.223	OAR 584-050-0100
ORS 326.607	OAR 414-061-0010 – 061-0030	
ORS 332.107	OAR 581-021-0510 – 021-0512	

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2018).

Cross Reference(s):

ICC - School Volunteers

These edits bring the policy into compliance with current laws regarding compulsory attendance, such as removing the Class C violation and related fees, court costs, and fines associated with juvenile delinquency matters.

*The edits in green were added after the first reading to encompass some of the language included in JEA-AR that is now being recommended for deletion.

North Santiam School District

Code: JEA
Adopted: 5/17/01
Revised/Readopted: 1/17/13; 2/21/13; 8/15/13;
10/19/17; 3/01/18
Orig. Code: JEA

Compulsory Attendance**

Except when exempt by Oregon law, all ~~children~~ ~~students~~ between ages 6 and 18, who have not completed the 12th grade, are required to regularly attend a public, full-time school during the entire school term.

All ~~children~~ ~~students~~ five years of age who have been enrolled in a public school are required to attend regularly while enrolled in the public school.

Persons having legal control of a ~~child~~ ~~student~~ between ages 6 and 18, who has not completed the 12th grade, are required to have the ~~child~~ ~~student~~ attend school and maintain the child in regular attendance during the entire school term. Persons having legal control of a student who is five years of age and has enrolled the child in a public school are required to have the student attend and maintain the child in regular attendance during the school term.

Regular attendance shall mean attendance that does not include more than eight unexcused one-half day absences, or the equivalent, in any four-week period in which school is in session. The Attendance Supervisor will provide written compulsory attendance noncompliance notification to the parent or guardian as stipulated in Oregon Revised Statute (ORS) 339.080.

Attendance supervisors shall monitor and report any violation of the compulsory attendance law to the superintendent or designee. ~~Failure to send a student to school and to maintain a student in regular attendance is a Class C violation.~~ The superintendent or designee may issue notifications for violations as stipulated in ORS 339.095.

~~The district will develop procedures for issuing a citation.~~

A parent who is not supervising their ~~child~~ ~~student~~ by requiring school attendance may also be in violation of ~~Oregon Revised Statute (ORS) 163.577 (1)(c); failing.~~ ~~Failing~~ to supervise a child is a Class A violation.

~~In addition, under Board policy JHFDA—Suspension of Driving Privileges, the district may report students with 10 consecutive days of unexcused absences or 15 cumulative days unexcused absence in a single semester to the Oregon Department of Transportation.~~

Exemptions ~~From~~ Compulsory School Attendance

In the following cases, ~~children~~students shall not be required to attend public, full-time schools:

Children

1. ~~Students~~ being taught in a private or parochial school in courses of study usually taught in kindergarten through grade 12 in the public schools, and in attendance for a period equivalent to that required of students attending public schools.
2. ~~Children~~Students proving to the Board's satisfaction that they have acquired equivalent knowledge to that acquired in the courses of study taught in kindergarten through grade 12 in the public schools.
3. ~~Children~~Students who have received a high school diploma or a modified diploma.
4. ~~Children~~Students being taught, by a private teacher, the courses of study usually taught in kindergarten through grade 12 in the public school for a period equivalent to that required of students attending public schools.
5. ~~Children~~Students being educated in the home by a parent, ~~or~~ guardian ~~or private teacher:~~
 - a. When a student is taught or is withdrawn from a public school to be taught by a parent or private teacher, the parent or teacher must notify the Willamette Education Service District (ESD) in writing within 10 days of such occurrence. In addition, when a home-schooled student moves to a new ESD, the parent shall notify the new ESD in writing, ~~within~~with 10 days, of the intent to continue home-schooling. The ESD ~~superintendent~~ shall acknowledge receipt of any notification in writing within 90 days of receipt of the notification. The ESD is to notify, at least annually, school districts of home-schooled students who reside in their district;
 - b. Each ~~child~~student being taught by a parent or private teacher shall be examined no later than August 15~~th~~, following grades 3, 5, 8 and 10:
 - (1) If the student was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew;
 - (2) If the ~~child~~student never attended public or private school, the first examination shall be administered prior to the end of grade 3, ~~and~~
 - (3) Procedures for ~~home-schooling~~home-schooled students with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029, ~~;~~
 - c. Examinations testing each ~~child~~student shall be from the list of approved examinations from the State Board of Education;
 - d. The examination must be administered by a neutral, individual qualified to administer tests on the approved list provided by the Oregon Department of Education;
 - e. The person administering the examination shall score the examination and report the results to the parent. Upon request of the ESD superintendent, the parent shall submit the results of the examination to the ESD;
 - f. All costs for the test instrument, administration and scoring are the responsibility of the parent; ~~and~~
 - g. In the event the ESD superintendent finds that the ~~child~~student is not showing satisfactory educational progress, the ESD superintendent shall ~~provide the parent with a written statement~~

~~of the reasons for the finding, based on the test results and shall~~ follow the guidelines in Oregon Revised Statutes ~~(ORS)~~ and Oregon Administrative Rules. ~~OARs.~~

6. Children whose sixth birthday occurred on or before September 1 immediately ~~preceding~~~~proceeding~~ the beginning of the current school year, if the parent or guardian notified the child's resident district in writing that the parent or guardian is delaying the enrollment of their child for one school year to better meet the child's needs for cognitive, social or physical development, as determined by the parent or guardian.
7. Children who are present in the United States on a nonimmigrant visa and who are attending a private, accredited English language learner program in preparation for attending a private high school or college.
8. ~~Children~~~~Students~~ excluded from attendance as provided by law.
9. ~~Children who are eligible military children¹ are exempt up to 10 days after the date of military transfer or pending transfer indicated in the official military order.~~
10. An exemption may be granted to the parent or guardian of any ~~child~~~~student~~ 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, a community college or an alternative education program as defined in ORS 336.615.
11. An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 ~~to~~ 419B.558.

END OF POLICY

Legal Reference(s):

[ORS 153.018](#)

[ORS 163.577](#)

[ORS 339.010 - 339.095](#)

[ORS 339.139](#)

[ORS 339.990](#)

[ORS 807.065](#)

[ORS 807.066](#)

[OAR 581-021-0026](#)

[OAR 581-021-0029](#)

[OAR 581-021-0076](#)

[OAR 581-021-0077](#)

Cross Reference(s):

IGBHC - Alternative Education Notification

¹ "Military child" means a child who is in a military family covered by the Interstate Compact on Educational Opportunity for Military Children, as determined under rules adopted by the State Board of Education.

Summary

OSBA recommends deleting the current versions of DJC – Bidding Requirements, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, DJCA – Personal Service Contracts and DJCA-AR – Personal Service Contracts, and replacing them with the new proposed versions of DJC and DJC-AR.

The proposed DJC outlines the procurement requirements for Small Procurement, Intermediate Procurement, Regular Procurement, Emergency Procurement, Sole-Source Procurement and Personal Services Contracts. Additionally, the proposed policy DJC – Bidding Requirements, reflects the new amounts for the procurement levels passed in House Bill 1047 (2023) and went into effect January 1, 2024. The policy also defines “public improvements” for purposes of the procurement levels, defines “community benefit contract” and the “Construction Manager/General Contractor procurement.”

The proposed administrative regulation, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, has been updated and continues to provide guidance for procurements which are exempt from competitive bidding or are special procurements.

DELETE - DELETE - DELETE - DELETE - DELETE - DELETE

North Santiam School District

Code: DJC-AR
Revised/Reviewed: 2/21/13; 4/18/13; 6/15/17
Orig. Code: DJC-AR

Special Procurements and Exemptions from Competitive Bidding

(delete and replace with new version)

SPECIAL PROCUREMENTS

The district shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB), that describes 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 under the standards as follows: the special procurement is unlikely to encourage favoritism in the awarding of public contract or to substantially diminish competition for public contracts and, (A) is reasonably expected to result in substantial cost savings to the district or to the public, or (B) otherwise 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 under any related rules. 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. {Level1}Brand Names or Products, “Or Equal,” Single Seller and Sole Source

- a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
- b. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
- c. The district may specify a particular brand name or equal specification 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.
 - (1) 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;
 - (2) The district is not prohibited from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the district;
 - (3) 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:
 - (a) The use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
 - (b) Specification of the brand name, mark or product would result in cost savings to the district; or
 - (c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
 - (d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.
- d. The district may award a contract for goods or services without competition when the LCRB determines in writing that the goods or services, or the class of goods or services, are available from only one source. The determination of the source must be based upon written findings that shall include:
 - (1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
 - (2) Description of the product or service to be purchased; and
 - (3) The reasons the district is seeking this procurement method, which shall include any of the following:
 - (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or
 - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source; or
 - (c) That the goods or services are for use in a pilot or an experimental project; or
 - (d) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.

- e. The district may specify a product or service available from only one manufacturer but available through multiple sellers after complying with subsection c. above documenting the procurement file with the following information:
 - (1) If the total purchase is over \$10,000 but does not exceed \$150,000, and a comparable product or service is not available under an existing Mandatory Use Contract, the district must obtain informal competitive quotes, bids or proposals and document this process in the procurement file;
 - (2) If the purchase does not exceed \$150,000, and the supplies or services are not available under an existing price agreement for information technology with competing products or Mandatory Use Contract, the district must first request and obtain prior written authorization from the LCRB to proceed with the acquisition.
- f. If the district intends to make several purchases of brand name-specific supplies and services from a particular manufacturer or seller for a period not to exceed five years, the district must so state this in the procurement file and in the solicitation document, if any, or a public notice of a solicitation. If the total purchase amount is estimated to exceed \$150,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law (OAR 125-247-0275)

The district shall submit a written request to the local contract review board that describes the contracting procedure, goods and services subject of the special procurement and the circumstances that justify the use of the special procurement.

- a. It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings to the district which could not be realized under ORS 279B.055, 279B.060, 279B.065 or 279B.070 as required by ORS 279B.085(4).
- b. Public notice of the approval must be given in the same manner as provided in ORS 279B.055(4).
- c. This rule requires the districts to make a good faith effort to determine that no other sources are available for the specified products.
- d. The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis.
- e. The awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.
- f. When the local review board 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 procurement.

2. {Level1} Advertising Contracts, Purchase of

- a. The district may purchase advertising in any media, regardless of dollar amount, without competitive bidding.

- b. The Board acting as the LCRB of the district must use competitive methods whenever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.
- c. If the anticipated purchase exceeds \$10,000 and a competitive method is used, the district must post notice on the Oregon Procurement Information Network (ORPIN).

Findings of Fact

The district traditionally purchases advertising in newspapers. The following findings relate primarily to newspapers and written publications; however, the district may also purchase advertising for student activities or educational programs in other media, such as radio or television, where these findings apply:

- a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;
- b. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
- c. Cost savings are difficult to quantify where the sources are unique and not interchangeable;
- d. Advertisements may be placed to satisfy legal notice or Board policy requirements;
- e. 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;
- f. 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;
- g. It is unknown whether contracts for advertisements placed with radio, television or other broadcast 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.

Conclusion of Compliance with Law

Due to limited competition and unique nature of sources, it is unlikely that this class special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Further, any contracts awarded under this class special procurement would result in a cost savings available to the district where the district can achieve volume savings through contracts for advertising with a particular media source, or otherwise substantially promote the public interest.

3. {Level1} Advertising Contracts, Sale of

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

Findings of Fact

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 circulation of the newspaper and yearbook is limited to the students, teachers, parents and interested members of the community associated with the

activities of that particular school. Due to the limited circulation and audience, the businesses that participate by purchasing advertising do so partly in the spirit of good will. Any business is welcome to place an advertisement in the school newspaper or yearbook; all it needs to do is to contact any district school department which publishes one. 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.

Conclusion of Compliance with Law

These findings indicate that it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Any business or individual who wishes to advertise in this manner may do so by simply contacting the student group responsible for the activity.

The sale of advertising for student activities such as school newspapers, yearbooks, athletic, drama or music programs would not benefit from competitive procurement. Such a requirement would place an unnecessary burden on the student group's activity and there is no financial advantage to the district in doing so. Consequently, the cost savings test is not an issue.

4. {Level1} Equipment Repair and Overhaul

- a. The district may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:
 - (1) Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
 - (2) Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and
 - (3) The purchase is made within the limits and pursuant to the methods in subsection b. of this rule.
- b. The following limitations apply to this rule:
 - (1) If the contract is less than or equal to \$150,000, the school or department shall submit in writing to the superintendent or designee the reasons why competitive bids or quotes are deemed to be impractical. The superintendent or designee will accordingly document in its procurement file and may enter directly into the contract;
 - (2) If the school or department official thinks the contract may exceed \$150,000, he/she shall submit in writing to the superintendent or designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by an special procurement. The superintendent or designee may prepare a specific request for the anticipated contract to be obtained through special procurement procedures to submit to the LCRB for approval.

Findings of Fact

- a. The need for equipment repair or overhaul cannot be anticipated by district staff. If a piece of equipment is broken or not working properly, the district incurs cost of downtime, possible replacement equipment rental fees, staff time and other inconveniences or liabilities to its programs.
- b. Generally, there are a limited number of vendors who are able to perform repair or overhaul on a particular piece of equipment because of its make or manufacture. Sophisticated equipment may require specially trained personnel available from only one source. Often, a piece of equipment will have a partial warranty in place which will guarantee some savings to the district in the parts and/or labor needed to do the repair or overhaul. This warranty savings may only be achieved if the original manufacturer or provider of the equipment performs the necessary repair or overhaul.
- c. The dollar limits on the use of this special procurement procedure ensure that when the cost of the equipment repair or overhaul is expected to exceed \$150,000, the district will either seek formal competitive bids or, if that is not practical or cost effective, obtain a specific special procurement procedure from the LCRB to proceed with the purchase of the needed repair or overhaul.

Conclusion of Compliance with Law

It is unlikely that this special procurement procedure will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts because the dollar limits incorporated into this special procurement when the anticipated costs exceed \$150,000, insure the district will seek formal competitive bids and proposals. If the formal process is not practical, the district will obtain a specific exemption from the LCRB to proceed with the purchase of the needed repair or overhaul.

The awarding of public contracts under this special procurement will result in a cost savings to the district, as required by ORS 279B.085, because the district incurs direct and indirect costs from the moment equipment breaks down or becomes unusable. This special procurement only applies to equipment already owned by the district and does not provide for the purchase of new equipment. The district must be able to purchase necessary services and parts as quickly as possible in order to minimize equipment downtime and potential costs during that downtime.

5. {Level1} Copyrighted Materials

The district may, without competitive bidding and regardless of a dollar amount, purchase copyrighted materials where there is only one known supplier available for such goods. Examples of copyrighted materials covered by this special procurement procedure may include, but are not necessarily limited to, newly adopted textbooks/instructional materials, workbooks, curriculum kits, reference materials, audio and visual media and non-mass-marketed software from a particular publisher or their designated distributor.

Findings of Fact

- a. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.
- b. Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or his/her licensee. Textbooks/Instructional materials are examples of copyrighted materials that the district purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of

Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.

The district purchases its textbooks/instructional materials through the Northwest Textbook Depository. This practice enables the regional textbook depository to purchase and warehouse textbooks/instructional materials in conformance with adoptions made in the states of their region. The result is that savings are achieved through the depository's combined purchases on behalf of member districts. Freight costs for individual districts are reduced by the bulk purchases of the depository and the depository takes on the cost of stocking and warehousing enough to meet each member district's needs.

The system of textbook/instructional materials distribution enables the district to participate in the largest possible bulk purchasing activity of adopted textbooks/instructional materials in the region. This ensures a cost savings to the district. A savings that would be jeopardized if the district was to act as an individual purchaser.

Conclusion of Compliance with Law

This special procurement will not encourage favoritism or substantially diminish competition in the awarding of public contracts. The production and distribution of copyrighted materials is controlled by the owner of the copyright and may only be permitted through a sole source. The district has no control over this.

The awarding of contracts pursuant to this special procurement will result in a cost savings to the district when it needs to purchase copyrighted materials and there is only one known supplier for such goods, or otherwise substantially promote the public interest.

6. {Level1} Product Prequalification

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
 - (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
 - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.

- b. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district business manager to request review and reconsideration of the denial.

Findings of Fact

a. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.

c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.

d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.

e. Subsection b., of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

Where prequalification of products is appropriate, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or diminish competition for such contracts. There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to contract award. If the prequalification method is chosen, it will result in a cost savings to the district because the normal method of product selection is too cumbersome and costly to pursue, or otherwise substantially promote the public interest.

7. Requirements Contracts (Blanket Purchase Orders, Price Agreements)¹

- a. {Level1 } The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among school and departments and reducing lead time for ordering.
- b. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
- c. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
- d. School and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent or designee.
- e. Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contract entered into by another Oregon public agency when:
 - (1) The original contract met the requirements of public contracting code; and
 - (2) The original contract allows other public agency usage of the contract; and
 - (3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
- f. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.

Findings of Fact

- a. This rule permits the district to enter into a requirements contract, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For

¹ The Oregon Procurement Information Network (ORPIN) allows authorized members to utilize the state’s price agreement/contracts to purchase goods and services. Authorized ORCPP members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc., is available. Counties, cities, schools, municipalities or their public corporate entities having local governing authority, a United States governmental agency or American Indian tribe or agency are eligible to participate.

example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.

- b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.
- c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.
- d. The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.
- e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

It is unlikely that this special procurement will result in favoritism in the awarding of public contracts or diminish competition for such contracts. The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will result in a cost savings to the district, or otherwise substantially promote the public interest. It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

8. Used Personal Property or Equipment, Purchase²

- a. {Level1 } Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not 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. Used personal property or equipment generally does not include property or equipment if the district was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.
- b. For purchases of used personal property or equipment costing less than or equal to \$150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.
- c. For purchases of used personal property or equipment totaling \$150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

² 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.

Findings of Fact

- a. The district is responsible to manage expenditures in the best interests of the public. Cost savings can be achieved through the procurement of used property and equipment. The district purchases used property and equipment when it meets the district's needs and is cost effective. Considerations include type, quality, quantity and estimated useful life of the used item.
- b. Used equipment and property becomes available sporadically and without notice. Used equipment and property is generally sold on a first-come, first-served basis. When used property or equipment does become available, the district must be able to respond immediately in order to obtain the property or equipment.
- c. Some types of property or equipment may not be readily available in the new goods market. The district may have to look for used items to fill the need.
- d. Competition to provide used property and equipment may be very limited and inconsistent, depending on the type of product.
- e. The district maintains vendor lists which include information on whether a vendor provides used property or equipment. These lists are open to all vendors.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts. The purchase of used property or equipment depends on an inconsistent, sporadic market. When a used item is available, there is often little competition available. Sources for used items of the type, quality and quantity required by the district are inconsistent. This rule requires the district to attempt to obtain and document quotes as appropriate to the dollar amount of the purchase. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. The cost of used equipment or property is generally substantially less than that of new. Savings of 20 percent to 50 percent are not uncommon. Used equipment can provide good value to the district and help ensure the continuation of district services and programs.

9. {Level1} Information Technology Contracts

The district may enter into a contract to acquire information technology hardware and software without competitive bidding subject to the following conditions:

- a. If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
- b. If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules, and shall solicit written proposals in accordance with the requirements of the *Attorney General's Model Public Contract Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award;

- c. If the amount of the contract is estimated to exceed \$150,000, the district shall provide proposers an opportunity to review the evaluation of their proposals before final selection is made.

Findings of Fact

- a. Rapid changes in technology make it necessary for the district to be able to purchase needed computer equipment quickly.
- b. Pricing for high-technology equipment also changes rapidly. It is frequently possible to take advantage of frequent price changes in the marketplace in the purchase of computer equipment.
- c. There is generally sufficient competition among vendors of information technology hardware and software for district business.
- d. The district will follow rules governing special procurements and obtain at least three informally solicited quotes for purchases less than or equal to \$150,000.
- e. If the district requires a brand name or sole source product, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure it.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of district contracts or substantially diminish competition for district contracts. The purchase of information technology hardware and software will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need. The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of information technology hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

10. {Level1} Telecommunications Systems - Hardware and Software Contracts

- a. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:
 - (1) If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
 - (2) If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the *Attorney General's Model Public Contract Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award.
- b. The telecommunications solicitation authorized in subsection 10.a.(1) of these rules shall:

- (1) State the contractual requirements in the solicitation document;
- (2) State the evaluation criteria to be applied in awarding the contract and the role of any evaluation committee. Criteria that would be used to identify the proposal that best meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, vendor viability and financial stability, operating efficiency and expansion potential;
- (3) State the provisions made for bidders or proposers to comment on any specifications which they feel limit competition.

Findings of Fact

- a. Rapid changes in technology make it necessary for the district to be able to purchase needed telecommunications hardware and software quickly.
- b. Since deregulation, there is generally adequate competition among vendors of telecommunication hardware and software to allow the district to make competitive purchases.
- c. Pricing for telecommunications hardware and software also changes frequently. It is important for the district to take advantage of price competition in the marketplace.
- d. The district will follow procedures governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases over \$ 10,000 but less than or equal to \$150,000.
- e. If a purchase of telecommunications hardware or software is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract Rules*.
- f. There are also times when the district needs to purchase specific items that are compatible with current equipment. On these occasions, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to make the purchase.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. The purchase of telecommunications hardware and software will be made in accordance with other competitive bidding rules herein. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

11. {Level1} Telecommunications Services

- a. The district shall secure the most competitive, cost-effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs. The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this rule.

The district will generally follow the normal competitive procurement processes in obtaining telecommunications services. This process will only be used if necessary where there is a lack of sufficient competition to furnish needed services.

- b. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:
 - (1) The extent to which alternative providers exist in the relevant geographic and service market; the greater area of Linn, Marion and Polk Counties;
 - (2) The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;
 - (3) The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting district liability. For example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as an RFP.
- c. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements.

Findings of Fact

- a. Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.
- b. Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.
- c. The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to \$150,000. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
- d. If a purchase of service is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract Rules*.
- e. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow

this rule and also its rule governing Brand Names or Products, “Or Equal,” Single Seller and Sole Source, Section 1. under Special Procurements, to procure needed services from the sole source.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Routinely, the purchase of telecommunications services will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need, issue a written solicitation document and invite written bids or proposals to be furnished in response.

There may be circumstances, however, where sufficient competition does not exist in the relevant geographic and service market area. In such cases, the district will follow this rule in determining whether sufficient competition exists to make a competitive procurement.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur. The rule also states the steps to be taken to document situations where sufficient competition may not exist and a sole source purchase needs to be made.

12. Hazardous Material Removal; Oil Cleanup

- a. The district may enter into public contracts without competitive bidding, regardless of dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:
 - (1) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;
 - (2) Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;
 - (3) Record the measures taken under a.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.
- b. The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in Board policy with this administrative regulation.

Findings of Fact

- a. When the DEQ orders a public agency to remove or clean up hazardous material or oil, the public agency must respond within a very short time, which is stated in the DEQ order. This time period does not generally allow the agency to take the time necessary to solicit written bids or proposals for the work to be performed. The district would be liable for any delay in responding to DEQ orders to perform hazardous material removal or cleanup.
- b. This exemption will not be used in those situations where there is no DEQ order to remedy the situation. Routine competitive procurement methods will be used where there is no DEQ order to act immediately. The district maintains open lists of vendors who are interested in providing hazardous material removal and cleanup services. Whenever it needs hazardous material removal or disposal, the district makes use of these lists to solicit quotes, bids or proposals as needed, in addition to advertising the procurement as required.
- c. Cost savings are achieved through this exemption because the district can be liable for DEQ penalties and fines if it does not timely remove hazardous materials or oil as ordered. There is also serious risk in these situations that property damage or personal injury could result if the district is slow to act.

Conclusions of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279B.085 (3)(a). If it is under DEQ order to act immediately, the district will still attempt to obtain competitive quotes for the work to be performed as it has the ability and time to do so. Unless the district is faced with the quasi-emergency situation of a DEQ order to remove or clean up hazardous waste or oil, it will follow normal competitive procedures to obtain these services.

The award of public contracts pursuant to this special procurement will result in a cost savings to the district in these situations, as required by ORS 279B.085 (3)(b), because the district must comply with the law and avoid and minimize risk to persons and property. Where possible, it will seek competitive quotes for the work to be performed and will award the contract to the lowest, responsive and responsible bidder.

13. {Level1}Renegotiation of Existing Contracts with Incumbent Contractors

- a. The district may amend or renegotiate contracts with existing vendors, service providers or other parties subject to the limitations of this rule.
- b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this special procurement procedure.
- c. The renegotiated contract falls within a current special procurement procedure, but if not the LCRB must approve a separate special procurement.
- d. The district may renegotiate certain terms, but they must not unreasonably alter the scope of the original contract.

Findings of Fact

- a. The LCRB may amend contracts when it is in the best interest of the district. The superintendent and/or other designee, acting on behalf of the LCRB, may renegotiate certain provisions, including:
 - (1) Price;
 - (2) Term;
 - (3) Delivery and shipping;

- (4) Order size;
- (5) Substitution;
- (6) Warranties;
- (7) Online ordering systems;
- (8) Price adjustments;
- (9) Product availability;
- (10) Product quality; or
- (11) Reporting requirements; or
- (12) Discounts.

Any contract amendment will be supported by legal consideration when necessary to validate the amended provision.

b. The amended terms must be within a reasonable scope of the original contract, but not fundamentally alter the agreement or nature of goods or services. Districts may, however, request functionally equivalent substitutes for goods or services in the original contract.

c. The contract as a whole must be more favorable to the individual needs of the district to justify renegotiation. Cost may be a factor in determining what is a favorable change to the original contract, but the district may use factors other than cost that demonstrate that the amended contract is more favorable to the unique needs of the district.

Conclusion of Compliance with Law

This special procurement will not encourage favoritism or substantially diminish competition in awarding public contracts because it already exists as a contract awarded in compliance with the district’s special procurement and public contracting code.

The awarding of contracts under this special procurement will result in cost savings to the district when it need to renew its original contract with vendors, service providers or other parties, or otherwise substantially promote the public interest.

EXEMPTIONS FROM COMPETITIVE BIDDING

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

- 14. Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and
- 15. Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335 (2) and (5) and based on Oregon Administrative Rules, Chapter 137, Divisions 46 through 49.

The Board, acting as the LCRB for the district, has made the findings required by ORS 279C.330, ORS 279C.335 and ORS 279C.345, and determined that awarding a contract under this exemption is unlikely to encourage favoritism or substantially diminish competition for the public contract and will likely result in a substantial cost savings and other substantial benefits to the district.

In approving a finding under this section, the local contract review board 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:

16. How many persons are available to bid;
17. The construction budget and the projected operating costs for the completed public improvements;
18. Public benefits that may result from granting the exemption;
19. Whether value engineering techniques may decrease the cost of the public improvement;
20. The cost and availability of specialized expertise that is necessary for the public improvement;
21. Any likely increases in public safety;
22. Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;
23. Whether granting the exemption will affect the sources of funding for the public improvement;
24. Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
25. Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;
26. Whether the public improvements involves new construction or renovates or remodels an existing structure;
27. Whether the public improvement will be occupied or unoccupied during construction;
28. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
29. Whether the district has or has retained under contract, and will use district 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 district will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

Only these findings are required for each class or individual contract exemption, unless the LCRB specifically excludes a finding or includes an additional finding.

Promulgation of these exemptions can only occur after public notification and a public hearing to receive testimony pertaining to the draft exemptions and findings, pursuant to ORS 279C.355.

30. {Level1} Brand Names or Products, “Or Equal,” Single Seller and Sole Source
 - a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.

- b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this exemption.
- c. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections d. and e. of this rule.
- d. The district may specify a particular brand name, make or product suffixed by “or equal,” “or approved equal,” “or equivalent,” “or approved equivalent” or similar language if there is no other practical method of specification after documenting the procurement file with the following:
 - (1) A brief description of the solicitation(s) to be covered, including contemplated future purchases;
 - (2) Description of the brand name, mark or product to be specified; and
 - (3) 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:
 - (a) The use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
 - (b) Specification of the brand name, mark or product would result in substantial cost savings to the district; or
 - (c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
 - (d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.
 - (4) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.
- e. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district’s findings of current market research to support the determination that the product is available from only one seller or source. The district’s findings shall include:
 - (1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
 - (2) Description of the product or service to be purchased; and
 - (3) The reasons the district is seeking this procurement method, which shall include any of the following:
 - (a) That the efficient utilization of existing equipment, supplies or services requires the acquisition of compatible equipment, supplies or services; or
 - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available for only one source; or
 - (c) That the goods or services are for use in a pilot or an experimental project; or

- (d) Other findings that support the conclusion that the goods or services are available from only one source.
- (4) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.
- f. The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:
 - (1) If the total purchase is over \$ 10,000 but does not exceed \$100,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file; or
 - (2) If the amount of the purchase exceeds \$100,000, the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the LCRB.
- g. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$100,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law

It is unlikely that this process will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts, as required by ORS 279C.335 (2)(a).

This class exemption applies only to contracts under a limited dollar amount, and then, only after efforts to obtain competitive quotes are made, or other methods have been employed to ensure that competitive means are used if available. The district maintains open lists from which vendors are contracted for quotations. In addition, as required by ORS 279C.335 (2)(b) award of a public contract subject to the above described exemption should likely result in substantial cost savings or other substantial benefits to the district by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.

31. {Level1}Product Prequalification

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
 - (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing

products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and

- (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. The district has determined that special expertise required, generally, does not apply to this rule.
 - c. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district business manager to request review and reconsideration of the denial.

Findings of Fact

a. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.

c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.

- d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
- e. Subsection c. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

Where prequalification of products is appropriate, it is unlikely that this exemption will encourage favoritism in the awarding of public contracts or diminish competition for such contracts as required by ORS 279C.335 (2)(a). There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to contract award. If the prequalification method is chosen, it will likely result in a substantial cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b) because the normal method of product selection is too cumbersome and costly to pursue.

32. Requirements Contracts (Blanket Purchase Orders, Price)³

- a. {Level1 } The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.
- b. The district has determined that value engineering, specialized expertise required and technical complexity, generally, do not apply to this rule.
- c. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is let by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
- d. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
- e. Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent, president or designee.
- f. Under the authority of ORS 279A.025 and 279C.335, the district may use the requirements contract entered into by another Oregon public agency when:

³ The state of Oregon's Smart Buy Program (ORSBP) allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized ORCPP members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc., is available.

- (1) The original contract met the requirements of the public contracting code; and
 - (2) The original contract allows other public agency usage of the contract; and
 - (3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
- g. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

Findings of Fact

- a. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, building, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
- b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among school, buildings and departments and reducing lead time for ordering.
- c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise exempted.
- d. The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise exempted.
- e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

It is unlikely that this exemption will result in favoritism in the awarding of public contracts or diminish competition for such contracts, as required by ORS 279C.335 (2)(a). The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will likely result in a substantial cost savings and other substantial benefits to the district, as required by ORS 279C.335 (2)(b). It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

33. {Level1} Waiver of Bid Security Requirements (Public Improvement Contracts under \$100,000)

The LCRB may, at its discretion, waive the bid security requirements of ORS 279C.390, if the amount of the contract for the public improvement is less than \$100,000. Although the bid security requirements of ORS 279C.390 are waived for public improvement contracts under \$100,000, the district may impose a bid or quote security requirements for projects under \$100,000, when deemed to be in the best interest of the district.

Findings of Fact/Conclusion of Compliance with Law

This rule allows the LCRB to waive bid security requirements for certain public improvement contracts. Waiver of the bid security is provided for by statute without a requirement for findings.

34. {Level1} Waiver of Performance and Payment Security Requirements (Public Improvement Contracts under \$100,000)

The LCRB may, at its discretion, waive the performance/payment security requirements of ORS 279C.390 if the amount of the contract for the public improvement is less than \$100,000. Although the performance/payment security requirements of ORS 279C.390 are waived for public improvement contracts less than \$100,000, the district may impose a performance/payment security requirement for projects less than \$100,000 when deemed to be in the best interest of the district.

Findings of Fact/Conclusion of Compliance with Law

This rule allows the LCRB to waive performance/payment security requirements for certain public improvement contracts. Waiver of the performance/payment security is provided for by statute without a requirement for findings.

35. Projects with Complex Systems or Components

- a. For contracts for public improvements with significant components that are inherently complex and are also complex to procure through competitive bid, the district may, at its discretion, use RFP competitive procurement methods subject to the conditions described in ORS 279C.400 and conditions enumerated in this exemption.
- b. Definitions. For purposes of this exemption only: “Complex Systems” are defined as those systems which incorporate the procurement of materials or other components which are difficult, if not impossible, to create in an “equal” specifications basis for competitive bid. Examples of such systems include but are not limited to, contracts for supplying and installing computerized controls for building heating, venting, air conditioning systems; and contracts for artificial surface outdoor multipurpose athletic fields. “Significant” is intended to mean something more than de minimus, but not necessarily the majority of the project as determined by cost.

Finding of Fact/Conclusion of Compliance with the Law

It is unlikely that this exemption will encourage favoritism in the awarding of the public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). Contracts for public improvements occasionally incorporate the procurement of systems, materials, or other components (complex systems) for which it is extremely difficult to design bid specifications. In these situations, utilization of an RFP process where each of the systems can be evaluated utilizing a number of factors, in addition to price, will likely result in substantial cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b).

ORS 279C.400 enumerates how RFP’s are to be used if authorized by the LCRB. This criteria, ensures that competitive means will be used and selection will be fair and impartial. As a result, it is unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). The awarding of contracts pursuant to this process

will result in optimal value to the district based on selection by the district of the best competitive proposal that meets the stated evaluative criteria.

This class exemption is intended to be used for the types of procurements describe in the findings, where the specific system, materials or components represent a significant portion of the project. This class exemption **is not** intended to be used for construction manager/general contractor (CM/GC) projects or other methods of alternative procurement unless these projects meet the requirements of this class exemption. The CM/GC and others, not meeting the requirements of this class exemption, may still be procured by RFP, provided that a project or contract specific exemption is promulgated by the LCRB.

Summary

OSBA recommends deleting the current versions of DJC – Bidding Requirements, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, DJCA – Personal Service Contracts and DJCA-AR – Personal Service Contracts, and replacing them with the new proposed versions of DJC and DJC-AR.

The proposed DJC outlines the procurement requirements for Small Procurement, Intermediate Procurement, Regular Procurement, Emergency Procurement, Sole-Source Procurement and Personal Services Contracts. Additionally, the proposed policy DJC – Bidding Requirements, reflects the new amounts for the procurement levels passed in House Bill 1047 (2023) and went into effect January 1, 2024. The policy also defines “public improvements” for purposes of the procurement levels, defines “community benefit contract” and the “Construction Manager/General Contractor procurement.”

The proposed administrative regulation, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, has been updated and continues to provide guidance for procurements which are exempt from competitive bidding or are special procurements.

PROPOSED NEW TO REPLACE OLD POLICY

North Santiam School District

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

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.

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.

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.

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.

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:

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.

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

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

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.

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

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.

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:

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;

⁸ See ORS 279C.335.

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.

Summary

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North Santiam School District

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Code: DJCA-AR
Revised/Reviewed: 1/23/14; 6/15/17
Orig. Code: DJCA-AR

Personal Services Contracts

(Personal services contract language has been moved to policy DJC/DJC-AR so it can be deleted if those changes are approved)

1. Personal Services Contracts Defined

- a. Personal services contracts include, but are not limited to: a contract or member of a class of contracts, that the local contracting agency’s Local Contract Review Board (LCRB) has designated as a personal services contract pursuant to Oregon Revised Statute (ORS) 279A.055. Personal services include, but are not limited to, the following:
 - (1) Contracts for services performed as an independent contractor in a professional capacity (e.g., services of an accountant, attorney, data processing consultant, etc.);
 - (2) Contracts for services as an artist in the performing or fine arts (e.g., photographer, painter, etc.);
 - (3) Contracts for services that are specialized, creative and research oriented;
 - (4) Contracts for services as a consultant as defined by Oregon Administrative Rule (OAR) 137-048-0110(1);
 - (5) Contracts for educational consulting services;
 - (6) Contracts for food service management.

2. Eligibility

The district will follow ORS 670.600, Public Employees Retirement System (PERS) rules OAR 459-010-0030 and Internal Revenue Service (IRS) Ruling 87-41 in determining whether the individual or business entity qualifies as an independent contractor or is an employee of the district. A valid independent contractor must meet all eight of the following points:

a. State requirements¹:

- (1) The contractor must be free from the direction and the control of the employer;
- (2) The contractor must obtain required business licenses;
- (3) The contractor must furnish necessary tools and equipment;
- (4) The contractor has authority to hire and fire employees;
- (5) The contractor is paid on completion of portions of projects or on a retainer basis;
- (6) The construction contractor must be registered under ORS Chapter 701. (For more information call the Construction Contractors Board at 503-378-4621 in Salem.);
- (7) The contractor must file appropriate business tax returns;
- (8) The contractor must represent to the public that the labor or services are provided by an independent business.

b. PERS requirements:

In determining whether an individual is an employee or independent contractor for PERS contribution purposes, the district will consider the following factors:

- (1) Instructions. An employee must comply with instructions about when, where and how to work. Even if no instructions are given, the control factor is present if the employer has the right to control how the work results are achieved;
- (2) Training. An employee may be trained to perform services in a particular manner. Independent contractors ordinarily use their own methods and receive no training from the purchasers of their services;
- (3) Integration. An employee's services are usually integrated into the business operations because the services are important to the success or continuation of the business. This shows that the employee is subject to direction and control;
- (4) Services rendered personally. An employee renders services personally. This shows that the employer is interested in the methods as well as the results;
- (5) Hiring, supervising and paying assistants. An employee works for an employer who hires, supervises and pays workers. An independent contractor can hire, supervise and pay assistants under a contract that requires him/her to provide materials and labor and to be responsible only for the result;
- (6) Continuing relationship. An employee generally has a continuing relationship with an employer. A continuing relationship may exist even if work is performed at recurring although irregular intervals;
- (7) Set hours of work. An employee usually has set hours of work established by an employer. An independent contractor generally can set his/her own work hours;
- (8) Full-time required. An employee may be required to work or be available full-time. This indicates control by the employer. An independent contractor can work when and for whom he/she chooses;

¹ See ORS 670.600 for complete listing.

- (9) Doing work on employer's premises. An employee usually works on the premises of an employer, or works on a route or at a location designated by an employer;
- (10) Order or sequence set. An employee may be required to perform services in the order or sequence set by an employer. This shows that the employee is subject to direction and control;
- (11) Oral or written reports. An employee may be required to submit reports to an employer. This shows that the employer maintains a degree of control;
- (12) Payment by hour, week, month. An employee is generally paid by the hour, week or month. An independent contractor is usually paid by the job or on a straight commission;
- (13) Payment of business and/or traveling expenses. An employee's business and travel expenses are generally paid by an employer. This shows that the employee is subject to regulation and control;
- (14) Furnishing of tools and materials. An employee is normally furnished significant tools, materials and other equipment by an employer;
- (15) Significant investment. An independent contractor has a significant investment in the facilities he/she uses in performing services for someone else;
- (16) Realization of profit or loss. An independent contractor can make a profit or suffer a loss;
- (17) Working for more than one employer at a time. An independent contractor is generally free to provide his/her services to two or more unrelated persons or firms at the same time;
- (18) Making service available to general public. An independent contractor makes his/her services available to the general public;
- (19) Right to discharge. An employee can be fired by an employer. An independent contractor cannot be fired so long as he/she produces a result that meets the specifications of the contract;
- (20) Right to terminate. An employee can quit his/her job at any time without incurring liability. An independent contractor usually agrees to complete a specific job and is responsible for its satisfactory completion, or is legally obligated to make good for failure to complete it.

c. IRS requirements:

Additionally, in determining employee or independent contract status for purposes of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA) or for federal income tax withholding from wages, the district will consider:

- (1) Behavioral control. A worker is an employee when the district has the right to direct and control the worker;
- (2) Financial control. A worker is an independent contractor if he/she can realize a profit or incur a loss. The individual may also be an independent contractor if he/she is not reimbursed for some or all business expenses, especially if those expenses are high or if he/she has a significant investment in his/her work;
- (3) Relationship of the parties. Facts weighed by the district will include any written contracts describing the relationship the parties intended to create; the extent to which the worker is available to perform services for other similar businesses; whether the district provides the worker with employee-type benefits, such as insurance, vacation pay or sick pay; and the permanency of the relationship.

3. Personal Services Contracts - Procurement Requirements

The district contracts follow ORS Chapter 279, Public Contracts and Purchasing.

4. ITB/RFP Requirements

- a. The district contracts follow ORS Chapter 279, Public Contracts and Purchasing.
- b. Unless otherwise specified in rules adopted pursuant to ORS 279A.065, the LCRB will give notice at least seven days before the solicitation closing date.
- c. All advertisements shall describe at minimum the requirements under OAR 137-047-0300 (3):
 - (1) Where, when, how and for how long the solicitation document may be obtained;
 - (2) A general description of the goods or services to be acquired;
 - (3) The interval between the first date of notice and closing, which will be at least seven days, unless a shorter period is in the public interest and it will not substantially affect competition;
 - (4) The date that persons must file applications for prequalification if prequalification is a requirement and the class of goods or services is one for which persons must be prequalified;
 - (5) The office where contract terms, conditions and specifications may be reviewed;
 - (6) The name, title and address of the individual authorized by the contracting agency to receive offers;
 - (7) The scheduled opening; and
 - (8) Any other information the contracting agency deems appropriate.

5. Screening and Selection Procedures

The district contracts follow ORS Chapter 279, Public Contracts and Purchasing.

6. Documentation

Documentation providing evidence of competition shall be maintained by the district for all contracts entered into by the district.

7. Fingerprinting

If the scope of the work performed by a contractor(s) or his/her employee(s) may result in direct, unsupervised contact with students, he/she will be required to submit to fingerprinting and criminal records checks as required by law.

8. Payment

Payment will be made only upon completion of the performance of specific portions of the project or on the basis of an annual or periodic retainer as specified by the district in the personal services contract.

Summary

Due to the fact that school districts are no longer able to cite parents/guardians into court for failure to send students to school, the district is recommending the deletion of this policy.

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North Santiam School District

Code: JEA-AR
Adopted: 2/22/99
Revised/Reviewed: 5/17/01; 1/17/13; /20/15;
10/19/17
Orig. Code: JEA-AR

Compulsory Attendance Notices and Citations**

Compulsory attendance citations may be issued by the superintendent or designee as a means to enforce the compulsory attendance law. All such citations shall be issued according to the following procedures:

1. Attendance Supervisor

The attendance supervisor shall:

- a. Determine that the parent or guardian has either failed to enroll his/her student or to maintain the student in regular attendance. Regular attendance shall mean attendance, which does not include more than eight unexcused one-half day absences or the equivalent in any four-week period in which school is in session;
- b. Verify the compulsory attendance violation through such means as matching the attendance supervisor’s records with classroom teacher records;
- c. Provide written compulsory attendance noncompliance notification to the parent or guardian within 24 hours of verification of the violation. If the student is a youth offender on parole or probation, at the same time notice is given to the parent or other person, the attendance supervisor shall notify the student’s parole or probation officer of the absence;
- d. Serve the notification personally, or by certified mail. The notification will be written in the native language of the parent or guardian;
- e. Ensure such notification includes a statement that the student must appear on the next school day following receipt of the notice and maintain regular attendance for the remainder of the school year;
- f. Provide a copy of the notice and pertinent attendance records to the superintendent or designee at the time notice is given to the parent or guardian
- g. Notify the superintendent within three days of knowledge that the parent or guardian receiving the notification has not complied with the notice.

2. Superintendent or Designee

The superintendent or designee will:

- a. Review the compulsory attendance non-compliance notice and pertinent student attendance records;
- b. If citation appears warranted prior to issuing the citation, provide written notification to the parent or guardian. The notice will be written in the language of the parent or guardian. The notice will be delivered personally or by certified mail and will state that:
 - (1) The student is required to attend regularly, a school full-time during the school year;
 - (2) Failure to send the student to school and to maintain the student in regular attendance is a Class C violation;
 - (3) A citation of violation of the compulsory attendance laws may be issued by the superintendent or designee;
 - (4) The parent has the right to request
 - (a) An evaluation to determine if the student should have an individualized education program (IEP), if the student does not have one or
 - (b) A review of the student's current IEP
 - (5) The parent or guardian and student are required to attend a conference with the superintendent or designee. The date, time and place of conference will be specified. This conference may not be scheduled until after an evaluation or review as described in item(4) above, if requested by the parent, has been completed;
 - (6) Failure to attend the conference or failure to send the student to school following the conference may result in the issuance of a citation.

3. Conference

The superintendent or designee will conduct a conference with the parent or guardian and student. Auxiliary aids and services will be provided upon advance request. The superintendent or designee will:

- a. Review Oregon's compulsory attendance law and the student's attendance record
- b. Determine the reasons for the noncompliance
- c. Develop a plan for student attendance improvement (contract, etc
- d. Refer the parent or guardian and student to other agencies as necessary (i.e., Building Support Team; Youth Services Team; Oregon Department of Human Services, Community Human Services; Juvenile Department, etc.).
- e. Discuss the potential consequences for continued compulsory attendance noncompliance, including the potential for the issuance of a citation and the consequences for violation of the Board's student conduct and truancy policies.

4. Citation

Compulsory attendance noncompliance citations may be issued by the superintendent or designee. The superintendent or designee shall:

- a. Determine that the parent or guardian has continued to fail to enroll his/her student in school or maintain the student in regular attendance following a conference or has refused to attend the conference as required;

- b. Contact the clerk of the court for the county and determine which court will hear the case and when;
- c. Ensure official representing the district will be available to present evidence of the violation at the time and date specified;
- d. Determine whether the local court's interpretation of Oregon Revised Statute (ORS) 339.925 requires the student be named as defendant. Complete the form accordingly;
- e. Complete Uniform Compulsory Attendance citation and Complaint form as follows:
 - (1) Specify appropriate court, district, circuit, municipal or justice;
 - (2) Specify when the court will hear the case, including date, time and location of the court appearance at the bottom of the form;
 - (3) Provide all pertinent defendant information, including the name and address of the parent or guardian. Only one adult should be named as the defendant;
 - (4) Provide all pertinent offense information, including the period of time during which the absences occurred;
 - (5) Ensure the minimum number of absences constituting irregular attendance as defined in law has in fact occurred. Excused absences should not be counted for purposes of this citation;
 - (6) Provide all pertinent student information including the grade, date of birth, length of time in the school district and parent(s) name(s). The Oregon Department of Education will compile this information at the end of the calendar year to determine trends in excessive absenteeism;
 - (7) Provide date superintendent or designee's prior notification of attendance requirements, consequences including possibility of citation and conference meeting date was sent;
 - (8) Ensure that the prior notice was served to the same parent or guardian who is named as the defendant in the citation;
 - (9) Provide district name, date superintendent's name and signature. If the superintendent has designated another district official to issue citations, such delegation will be documented and the delegated official's name and signature will appear on the form;
 - (10) Personally serve (not mail) the citation;
 - (11) Complete time and date citation was issued, name, title and signature of district official serving the citation;
 - (12) Ensure that the parent or guardian is served with the goldenrod (bottom) copy;
 - (13) Ensure the white and yellow copies are sent to the appropriate court, immediately after the citation is served;
 - (14) Ensure the pink copy is retained by the district. Additional information may be maintained on the back of the pink copy, including the dates the attendance supervisor's and the superintendent's or designee's notifications were sent, dates of contact with parents or guardians and names of school staff who have been involved with the issue;
 - (15) Consult with district's attorney to assist in these procedures as necessary.
- f. Maintain student attendance records in accordance with applicable education records laws.

Summary

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North Santiam School District

Code: DJC
Adopted: 7/01/96
Revised/Readopted: 1997; 1998; 2000; 3/17/11;
2/21/13; 6/15/17; 10/20/22
Orig. Code: DJC

Bidding Requirements
(delete and replace with new version)

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 the Oregon Revised Statutes and the adopted public contracting rules.

The Board, acting as its own LCRB, adopts its own rules of procedure that will govern district purchasing. Consequently, the model rules adopted by the Attorney General shall not apply to the district. The district’s rules may include portions of the *Oregon Attorney General’s Model Public Contract Rules* 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. 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

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.

Cross Reference(s):

DJ - School District
DJCA - School District
DJG - School District

Summary

OSBA recommends deleting the current versions of DJC – Bidding Requirements, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, DJCA – Personal Service Contracts and DJCA-AR – Personal Service Contracts, and replacing them with the new proposed versions of DJC and DJC-AR.

The proposed DJC outlines the procurement requirements for Small Procurement, Intermediate Procurement, Regular Procurement, Emergency Procurement, Sole-Source Procurement and Personal Services Contracts. Additionally, the proposed policy DJC – Bidding Requirements, reflects the new amounts for the procurement levels passed in House Bill 1047 (2023) and went into effect January 1, 2024. The policy also defines “public improvements” for purposes of the procurement levels, defines “community benefit contract” and the “Construction Manager/General Contractor procurement.”

The proposed administrative regulation, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, has been updated and continues to provide guidance for procurements which are exempt from competitive bidding or are special procurements.

PROPOSED NEW TO REPLACE OLD POLICY

North Santiam School District

Code: DJC
Adopted:

Bidding Requirements

The Board is the Local Contract Review Board (LCRB) for the district. The LCRB has adopted its own rules of procedure that will govern district purchasing. Consequently, the model rules¹ adopted by the Attorney General shall not apply to the district. The district shall review its rules each time the Attorney General adopts a modification of the model rules to determine whether any modifications need to be made to district rules, as required by ORS 279A.065(6)(b). New rules, as necessary, shall be adopted by the LCRB. In the event it is unnecessary to adopt new rules, Board minutes will reflect that the review process was completed as required.

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.

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

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 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 emergency², 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.³

² “Emergency” means circumstances that:

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

³ If the contract does not exceed \$250,000, using intermediate procurement is likely less burdensome than sole source.

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.
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.⁴ Unless otherwise designated by the LCRB, personal services contracts will be procured 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. 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.⁵

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.⁶ 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 quotes⁷:

⁴ 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, photogrammetric 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)).

⁵ See ORS 670.600 and OAR 459-005-0020.

⁶ 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.

⁷ If three quotes are not reasonably available, the district shall make a written record of the effort made to obtain these quotes.

- a. The request for the quotes shall be in writing (unless not reasonably practicable)⁸;
- 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 137-049-0640. 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 apprenticeable 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):

⁸ 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.

[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.

Summary

OSBA recommends deleting the current versions of DJC – Bidding Requirements, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, DJCA – Personal Service Contracts and DJCA-AR – Personal Service Contracts, and replacing them with the new proposed versions of DJC and DJC-AR.

The proposed DJC outlines the procurement requirements for Small Procurement, Intermediate Procurement, Regular Procurement, Emergency Procurement, Sole-Source Procurement and Personal Services Contracts. Additionally, the proposed policy DJC – Bidding Requirements, reflects the new amounts for the procurement levels passed in House Bill 1047 (2023) and went into effect January 1, 2024. The policy also defines “public improvements” for purposes of the procurement levels, defines “community benefit contract” and the “Construction Manager/General Contractor procurement.”

The proposed administrative regulation, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, has been updated and continues to provide guidance for procurements which are exempt from competitive bidding or are special procurements.

DELETE - DELETE - DELETE - DELETE - DELETE - DELETE

North Santiam School District

Code: DJCA
Adopted: 12/17/09
Readopted: 6/15/17
Orig. Code: DJCA

Personal Services Contracts

(Personal services contract language has been moved to policy DJC/DJC-AR so it can be deleted if those changes are approved)

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, means contracts for specialized skills, knowledge and resources in the application of highly technical or scientific expertise or the exercise of professional, artistic or management discretion or judgment. 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 \$150,000 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

North Santiam School District

Code: GBNAA/JHFF
Adopted: 2/16/23
Orig. Code: JHFF

Suspected Sexual Conduct with Students and Reporting Requirements

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

⁴“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 year prior to the sexual conduct.

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.

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 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.

Any district employee, 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 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 GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator, the report shall be submitted to the Director of Human Resources who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or 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 GBNA/JHFF-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.

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 prohibited.

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).

Cross Reference(s):

GBN/JBA - Sexual Harassment

GCAB - Personal Electronic Devices and Social Media - Staff

IIBGA - Electronic Communications System

JFCF - Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student

JHFE - Reporting of Suspected Abuse of a Child

JHFF/GBNAA - Suspected Sexual Conduct with Students and Reporting Requirements

This update is to clarify language and to change the stipulations for supt. approval and board notice.

North Santiam School District

Code: **IICA**

Adopted: 7/01/96

Readopted: 5/21/98; 10/19/17

Orig. Code(s):IIC/IICA

Field Trips and Excursions

The district recognizes the value of special activities to the total school program. Further, students need to be allowed to participate in and profit from carefully planned learning experiences which fall outside of the normal school program/day.

Field trips and other curricular/cocurricular activities involving travel may be authorized by the superintendent or designee when such trips or activities contribute to the achievement of desirable educational/social/cultural goals.

In planning and authorizing such trips, primary consideration will be given to the educational values derived, the safety and welfare of students involved, community standards of conduct and behavior on the part of all participants and the selection of appropriate adult supervision, either from within the school staff or from the parent and community volunteer pool.

Written parental permission must be obtained for each trip. The signed form showing parental approval and acknowledgment of student conduct guidelines will be maintained on file for a period of one year.

The administration is directed to develop rules to ensure that both students and adult supervisors are acquainted with the standards for conduct ~~when which~~-representing the district. Such rules will reinforce district policy in areas such as alcohol, tobacco, marijuana, and unlawful drug use, procedures to be utilized in case of illness or accident, and methods for communicating with administrators/parents in discipline and emergency situations. Volunteers and adult supervisors will refrain from the use of tobacco, alcohol, marijuana, and other unlawful drug use during the duration of the trip.

All out-of-state travel and ~~that travel which~~ extends ~~ing~~ more than one school day ~~or more than two nights~~ ~~(one night away from home) or beyond a 300 mile radius~~ must have prior superintendent approval, with notification to Board prior to event. Such approval being predicated on an acceptable plan for travel arrangements, parental involvement, orientation of students and supervisors and support of the appropriate administrator(s).

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)
[ORS 336.014](#)

[ORS 339.155](#)
[ORS 339.240](#) to -339.250

Cross Reference(s):

EEAE - Student Transportation in Private Vehicle
KK - Visitors to District Facilities

Summary

There have been additional changes to graduation requirements in Oregon as a result of Senate Bill 1522 and it also brings the policy into alignment with current course titles. The bill provided a new definition for “an educational program in this state” and modified what credits the district shall accept from other educational programs in this state to satisfy credit requirements for a student to graduate.

An additional change modified the definition of “world language” in graduation requirements to include sign language, heritage language and languages other than a student’s primary language.

North Santiam School District

Code: IKF
Adopted: 7/01/96
Revised/Readopted: 6/23/11; 03/15/12; 7/19/12;
2/21/13; 12/18/14; 10/19/17;
10/18/18; 10/17/19; 5/18/23
Orig. Code: IKF/IKFC

Graduation Requirements**

The Board will establish graduation requirements, for awarding ~~of a~~ high school diplomas which meet or exceed state requirements, including a modified and extended diplomas, ~~an extended diploma~~, and an alternative certificate ~~which meet or exceed state requirements~~.

These requirements will be published yearly in the parent/student handbook. A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student’s parent or guardian or by the student if they are 18 years of age or older or emancipated.

If the district requires diploma requirements beyond the state requirements, the district shall grant a waiver for those requirements to any student who, at any time from grade 9 to 12, was:

1. A foster child¹;
2. Homeless;
3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker; or
6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program.

¹ As defined in ORS 30.297.

For any student identified above, the district shall accept any credits earned by the student in an educational program² in this state, applying those credits toward the state requirements for a diploma if the credits satisfy those requirements in that educational program in this state.

Honors Diploma

Students who intend on ~~going to college~~ attending a college or university after graduation should consider an Academic Honors Program.

To graduate with Academic Honors, a student must have :

1. Completed d the requirements for a Stayton High School Diploma;
2. ~~Have~~ 10 credits in courses designated Honors courses ~~College Prep~~. A list of the available courses designated as Honors ~~College Prep~~ for the current school year can be found in the SHS Curriculum Guide which is available on the school's website and in the counseling office.
 - a. ~~Honors~~College prep credit will not be:
 - (1) Issued for any regularly scheduled class taken on an independent study basis;
 - (2) Counted toward Academic Honors for any class taken before ninth grade. Students must take ten credits of college prep classes during grades 9-12.
 - b. ~~Honors~~College prep credit can be authorized for certain classes that are taken at an accredited college or university with prior consent of a counselor as long as all the above requirements (1.-5. are also met.
3. ~~Have~~ a Grade Point Average (GPA) of 3.50 after 7 semesters;
4. ~~Have~~ a minimum of 5 graded classes each term for four years. This does NOT include Pass/No Pass classes (teacher aide, peer tutor, etc.);
5. ~~Have~~ an English (LA/WR) class every term (except Early College students); and
6. Attended d high school for eight complete semesters.

The Academic Honors Board – consisting of two counselors, the principal and two teachers – will designate ~~college prep~~ Honors classes. The courses will be reviewed each year and will change as curriculum dictates. The Academic Honors Board will review the curriculum of transfer students to determine eligibility.

Students participating in the Early College program may be considered eligible for the Honors Diploma on an individual basis with approval from the counseling department.

² “Educational program in this state” means an educational program that is provided by a school district, a public charter school, the Youth Corrections Education Program or the Juvenile Detention Program, or funded as provided by ORS 343.243 for students in a long term care or treatment facility described in ORS 343.962 or a hospital identified in ORS 343.261.

Stayton High School Diploma

A Stayton High School diploma will be awarded to students in grades 9 through 12 who have completed a minimum of 26 credits which include at least:

1. ~~3.0 Three~~ credits of mathematics (shall include one unit at the Algebra I level, a half unit of Geometry, and a half unit of Data and Statistics, plus an additional math credit of the student's choice and two units that are at a level higher than Algebra I);
2. ~~4.0 Four~~ credits of language arts (shall include the equivalent of one unit in written composition);
3. ~~3.0 Three~~ credits of science;
4. ~~One half credit of High School Success~~;
5. ~~1.0 One~~ credit of Global Studies ~~world history~~;
6. ~~1.0 One~~ credit of U.S. history;
7. ~~.5 One half~~ credit of American Government (Civics);
8. ~~1.0 One~~ credit in health education;
9. ~~1.0 One~~ credit in physical education;
10. ~~.5 One half~~ credit of personal finance;
11. ~~.5 (One half)~~ credit of economics;
- 11.12. ~~.5~~ credit of College & Career;
- 12.13. ~~3.0 Three~~ credits in career and technical education, the arts or world language (units shall be earned in any one or a combination); and
- 13.14. ~~7.0 (Seven)~~ ~~6.5~~ credits of electives.

Standard Diploma

A standard diploma will be awarded to students in grades 9 through 12 who meet the 24 units of credit, which include at least:

1. ~~3.0 Three~~ credits of mathematics (shall include one unit at the Algebra I level and a half unit of Geometry, and a half unit of Data and Statistics, plus an additional math credit of the student's choice two units that are at a level higher than Algebra I);
2. ~~4.0 Four~~ credits of language arts ~~English~~ (shall include the equivalent of one unit in written composition);
3. ~~3.0 Three~~ credits of science;

4. ~~3.0 Three~~-credits of social sciences (including history, civics³, geography, and economics (including personal finance));
5. ~~1.0 One~~-credit in health education;
6. 1.0 (~~One~~)-credit in physical education; ~~and~~
7. .5 credit of Personal Finance
8. .5 credit of College & Career and
- 7.9. ~~3.0 Three~~-credits in career and technical education, the arts or world language⁴ (units shall be earned in any one or a combination).

The district shall offer students credit options provided the method for obtaining such credits is described in the student’s personal education plan, and the credit is earned by meeting requirements described in Oregon Administrative Rule (OAR) 581-022-2025.

To receive an honors diploma, a Stayton High School diploma, a standard diploma, or a modified diploma, in addition to credit requirements, as outlined in OAR 581-022-2000 and OAR 581-022-2010, respectively, a student must:

1. ~~Demonstrate proficiency in the Essential Skills of reading, writing, and applied math (OAR 581-022-2115);~~
2. Develop an education plan and build an education profile;
3. Demonstrate extended application through a collection of evidence;
4. Participate in career-related learning experiences.

Essential Skills and English Language Learners

The district will allow English Language Learner (ELL) students to demonstrate proficiency in all required Essential Skills.

The district will develop procedures to provide assessment options as described in the *Test Administration Manual*, in the ELL student’s language of origin for those ELL students who meet the criteria above and will develop procedures to ensure that locally scored assessment options administered in an ELL student’s language of origin are scored by a qualified rater.

Essential Skills Appeal

³ Civics becomes a half-credit requirement beginning on January 1, 2026 (ORS 329.451).

⁴ “World language” includes sign language, heritage language and languages other than a student’s primary language.

The district will follow Board policy KL - Public Complaints in the event of an appeal for the denial of a diploma based on the Essential Skills graduation requirement. The district will retain student work samples and student performance data to ensure that sufficient evidence is available in the event of an appeal.

Modified Diploma

A modified diploma will be awarded to students who have demonstrated an inability to meet the full set of academic standards adopted by the State Board of Education for a standard diploma while receiving reasonable modifications and accommodations. A modified diploma will only be awarded to a student who meets the following criteria:

1. Has a documented history of inability to maintain grade level achievement due to significant learning and instructional barriers; or
2. Has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students, who while in grade nine through completion of high school, complete 24 credits, which shall include:

1. 3.0 ~~Three~~ credits in language arts-English;
2. 2.0 ~~Two~~ credits in mathematics;
3. 2.0 ~~Two~~ credits in science;
4. 2.0 ~~Two~~ credits in social sciences (which may include history, civics, geography, and economics (including personal finance));
5. 1.0 ~~One~~ credit in health;
6. 1.0 ~~One~~ credit in physical education; and
7. 1.0 ~~One~~ credit in career technology, the arts, or a world language (units may be earned in any one or a combination).

In addition to credit requirements, as outlined in OAR 581-022-2010, a student must:

1. Develop an education plan and build an education profile;
2. Demonstrate extended application through a collection of evidence.

A student must also demonstrate proficiency in the Essential Skills with reasonable modifications and accommodations.

Districts may make modifications to the assessment for students who seek a modified diploma when the following conditions are met:

1. For a student on an individualized education program (IEP) or Section 504 plan, any modifications to work samples must be consistent with the requirements established in the IEP or 504 plan.

Modifications include practices and procedures that compromise the intent of the assessment through a change in learning expectations, construct, or content that is to be measured, grade level standard, or measured outcome of the assessment. This means that IEP or 504 school teams responsible for approving modifications for a student’s assessment may adjust the administration of the assessment and/or the assessment’s achievement standard;

2. For a student not on an IEP or 504 plan, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed and in the year in which the student is being assessed, and modifications must be approved by the school team that is responsible for monitoring the student’s progress toward the modified diploma.

Students not on an IEP or a 504 Plan may not receive a modified Smarter Balanced assessment.

A student’s school team shall decide that a student should work toward a modified diploma no earlier than the end of grade 6 and no later than two years before the student’s anticipated exit from high school. A student’s school team may decide to revise a modified diploma decision.

A student’s school team may decide that a student who was not previously working toward a modified diploma should work toward one when the student is less than two years from anticipated exit from high school if the documented history has changed.

Beginning in grade five or beginning after a documented history to qualify for a modified diploma, the district shall annually provide information about the availability and requirements of a modified diploma to the parents or guardians of the student.

Extended Diploma

An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a diploma while receiving modifications and accommodations. To be eligible for an extended diploma, a student must:

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than six credits in a self-contained special education classroom and will include:
 - a. 2.0 ~~Two~~ credits of mathematics;
 - b. 2.0 ~~Two~~ credits of English;
 - c. 2.0 ~~Two~~ credits of science;
 - d. 3.0 ~~Three~~ credits of history, geography, economics, or civics;
 - e. 1.0 ~~One~~ credit of health;
 - f. 1.0 ~~One~~ credit of physical education; and
 - g. 1.0 ~~One~~ credit of arts or a world language.
2. Have a documented history of:
 - a. An inability to maintain grade level achievement due to significant learning and instructional barriers; or
 - b. A medical condition that creates a barrier to achievement; or

- c. A change in the student’s ability to participate in ~~grade-level~~grade level activities as a result of a serious illness or injury that occurred after grade eight.

Beginning in grade five or beginning after a documented history to qualify for an extended diploma, the district shall annually provide ~~to the parents or guardians of the student,~~ information about the availability and requirements of an alternative certificate to the parents or guardians of the student.

Alternative Certificates

Alternative certificates will be awarded to students who do not satisfy the requirements for a diploma, a modified diploma, or an extended diploma if the students meet minimum credit requirements established by the district.

Beginning in grade five or beginning after a documented history to qualify for an alternative certificate the district shall annually provide ~~to the parents or guardians of the student,~~ information about the availability and requirements of an alternative certificate to the parents or guardians of the student.

Other District Responsibilities

The district will ensure that students have ~~onsite~~ access to the appropriate resources to achieve a diploma, a modified diploma, an extended diploma, or an alternative certificate at each high school. The district will provide age appropriate and developmentally appropriate literacy instruction to all students until graduation.

The district may not deny a student the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma for the sole reason the student has the documented history listed under the ~~above-modified~~above-modified diploma or extended diploma requirements.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of a student who is emancipated or who has reached the age of 18 at the time the modified or extended diploma is awarded, or the student’s parent or guardian. The district shall receive the written consent during the school year in which the modified diploma or the extended diploma is awarded.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma, or an alternative certificate in either four years after starting the ninth grade, or until the student reaches the age of 21, if the student is entitled to a public education until the age of 21 under state or federal law.

A student may satisfy the requirements for a modified diploma, an extended diploma, or an alternative certificate in less than four years but not less than three years. In order to satisfy the requirements for a modified diploma, extended diploma or alternative certificate in less than four years, the student’s parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

A student who qualifies to receive or receives a modified diploma, an extended diploma or an alternative certificate will have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, an extended diploma or an alternative certificate shall have access to instructional hours, hours of transition services and hours of other services that are designed to meet the unique needs of the student and when added together provide a total number of hours of instruction and services that equals at least the total number of instructional hours that are required to be provided to students who are attending a public high school.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a Free Appropriate Public Education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, an alternative certificate, or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, an extended diploma or an alternative certificate is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students who opt-out will need to meet the Essential Skills graduation requirement using another approved assessment option. Students may opt out of the Smarter Balanced or alternate Oregon Extended Assessment by completing the Oregon Department of Education's Opt-out Form⁵ and submitting the form to the district.

The district will issue a high school diploma pursuant to Oregon law (ORS 332.114), to a veteran if the veteran resides within the boundaries of the district or is an Oregon resident and attended a high school of the district, or to a deceased veteran, upon request from a representative of the veteran, if the deceased veteran resided within the boundaries of the district at the time of death or was an Oregon resident at the time of death and attended a high school of the district.

The district shall establish conduct and discipline consequences for student-initiated test impropriety. "Student-initiated test impropriety" means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

Legal Reference(s):

[ORS 329.007](#)

[ORS 329.045](#)

[ORS 329.451](#)

⁵ Oregon Department of Education page for: [30-day notice and opt-out form](#)

[ORS 329.479](#)
[ORS 332.107](#)
[ORS 332.114](#)
[ORS 336.585](#)
[ORS 336.590](#)
[ORS 339.115](#)
[ORS 339.505](#)

[ORS 343.295](#)

[OAR 581-021-0009](#)
[OAR 581-022-0102](#)
[OAR 581-022-2000](#)
[OAR 581-022-2005](#)
[OAR 581-022-2010](#)

[OAR 581-022-2015](#)
[OAR 581-022-2020](#)
[OAR 581-022-2025](#)
[OAR 581-022-2030](#)
[OAR 581-022-2115](#)
[OAR 581-022-2120](#)
[OAR 581-022-2505](#)

Test Administration Manual, published by the OREGON DEPARTMENT OF EDUCATION.
Senate Bill 1522 (2022).

Sept 2024 Field Trip Report
Overnight & out-of-state trips are indicated in red

Trip ID/Name	Trip Destination	Building	Trip Date(s)	Depart & Return Times	Pupils	Adults	Educational Objectives	Organization	Status
240518 - SHS Boys Basketball Eagle Crest Trip	Eagle Crest Resort	Stayton High	Fri, Nov 22, 2024, 4:00pm - Sun, Nov 24, 2024	11:00am	12	3	Team Building for the boys basketball team	Athletics	pending
240273 - SES Stayton Walking Field Trip	Stayton Post Office, Stayton Library, Star Cinema, Brown House, Police Station, Pioneer Park	Stayton Elementary	Fri, Oct 25, 2024	8:45am - 2:15pm	80	25	Students will be able to gain first-hand knowledge of the historical sites in their community and how they work to support the members of the community.	Curriculum	pending
240751 - Sublimity 6th Grade Outdoor School	OMSI Coastal Discovery Center 3400 SW Abalone Street, South Beach	Sublimity	Mon, Oct 21, 2024, 9:30am - Wed, Oct 23, 2024	1:45pm	36	11	Aligned with NGSS. An inquiry-based program, ODS is a unique chance for kids to experience the connections among living things and biological systems. Instead of learning these concepts from a book, students develop critical thinking skills by asking questions in the field then working together to investigate, measure and report their discoveries.	Curriculum	pending
240634 - SES Kindergarten Pumpkin Patch 2024	Greens Bridge Pumpkin Patch/Farm Greens Bridge Gardens, 3730 Jefferson Scio Dr SE, Jefferson	Stayton Elementary	Mon, Oct 21, 2024	8:00am - 2:00pm	90	30	Life cycle unit science unit	Curriculum	pending
240597 - Third Grade Silver Falls State Park Field Trip	Silver Falls State Park 20024 Silver Falls Hwy SE, Silverton	Stayton Elementary	Wed, Oct 16, 2024	8:30am - 2:00pm	46	12	This field trip connects to both our science life cycle standards and our social studies regions of Oregon standards.	Curriculum	pending
240596 - Third Grade Silver Falls State Park	Silver Falls State Park 20024 Silver Falls Hwy SE, Silverton	Stayton Elementary	Wed, Oct 9, 2024	8:30am - 2:00pm	44	13	This trip connects to our science life cycles unit and our Regions of Oregon social studies unit.	Curriculum	pending
240699-163 AVID12 to Oregon State	Oregon State University 660 SW 26th St; Corvallis	Stayton High	Wed, Oct 2, 2024	8:00am - 1:30pm	10	2	Opportunity knowledge for AVID Elective students applying to college	Curriculum	pending

240510 - FFA District Leadership Camp	Aldersgate Camps & Retreats 7790 Marion Rd SE, Turner	Stayton High	Sun, Sep 29, 2024, 9:00am - Mon, Sep 30, 2024, 3:00pm	9:00 am - 3:00pm	7	1	Applied leadership development though peer collaboration	Curriculum	pending
240215 - Salmon Watch Day 2	Packsaddle County Park 34519 N Santiam Hwy. Gates	Stayton High	Wed, Sep 25, 2024	8:15am - 1:30pm	60	4	This trip will provide all juniors in biology classes at Stayton High school with a field trip that directly connects to our biology curriculum in our ecology unit. It is rare for high school students to get the opportunity to attend science field learning and this is an incredible opportunity for them. Each day one of the biology teachers will attend the trip along with other adult volunteers.	Curriculum	pending
240213 - Salmon Watch Day 1	Packsaddle County Park 34519 N Santiam Hwy. Gates	Stayton High	Tue, Sep 24, 2024	8:15am - 1:45pm	60	4	see above	Curriculum	pending
239552 - SMS Outdoor School - Students	Camp Tadmor 43943 McDowell Creek Dr, Lebanon	Stayton Middle	Mon, Sep 23, 2024, 9:00am - Fri, Sep 27, 2024	9:00am - 2:15pm	95	5	Develop an understanding of, and an appreciation for, their natural environment and will acquire desirable attitudes concerning the conservation of natural and human resources. First hand experiences with the interrelationships and adaptations found in nature, the dynamics of energy, cycles and systems of change, and people's dependency and responsibility to the environment.	Curriculum	approved
240625 - SMS Outdoor School Day Trip Bus	Camp Tadmor 43943 McDowell Creek Dr, Lebanon	Stayton Middle	Mon, Sep 23, 2024, 8:30am - Thu, Sep 26, 2024	9:00am - 2:15pm	8	5	See above for objective. This trip for students attending ODS during the days only.	Curriculum	pending
239554 - SMS Outdoor School Counselors	Camp Tadmor 43943 McDowell Creek Dr, Lebanon	Stayton Middle	Mon, Sep 23, 2024, 9:00am - Fri, Sep 27, 2024	2:30pm- 3:00pm	25	2	High schools counselors who will be supervising and supports middle school students in their learning experiences	Curriculum	approved

School Name	Grade	Jun '24	Sept '24	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24
STAYTON ELEMENTARY	PreK	30	27									
STAYTON ELEMENTARY	KG	69	88									
STAYTON ELEMENTARY	1	71	74									
STAYTON ELEMENTARY	2	88	74									
STAYTON ELEMENTARY	3	97	91									
STAYTON ELEMENTARY	ALL	325	327									
STAYTON INTERMEDIATE	4	81	94									
STAYTON INTERMEDIATE	5	87	86									
STAYTON MIDDLE	6	96	102									
STAYTON MIDDLE	7	93	103									
STAYTON MIDDLE	8	76	101									
SIS/SMS TOTAL	ALL	433	486									
STAYTON HIGH	9	172	157									
STAYTON HIGH	10	165	191									
STAYTON HIGH	11	137	163									
STAYTON HIGH	12	111	140									
Early College (off campus)		16	13									
Transitions (post-grad SPED)		5	5									
STAYTON HIGH	ALL	601	669									
NSSD Total (w/o PreK)	TOTAL	*1986	2101									
NSSD Total (w/ PreK)		*2016	2128									
# Registered w/ WESD to homeschool		111	111									
# Enrolled in Virtual Charter Schools		81	80									

3% of total NSSD student population= 78.72 ~ This is the number of students that can be enrolled in virtual charter schools before the cap is reached and students will no longer be released by NSSD

Notes

NSSD receives Preschool Promise Grant monies for preschool grades and does not receive state funding as it does for grades K-12 so they are not included in the total.

*slightly lower than the average enrollment due to students finishing school prior to the June report date in Options Academy



North Santiam School District
BOARD OF DIRECTORS

SCHOOL YEAR ANNUAL AGENDA ITEMS CALENDAR

Updated 4/2024

These agenda items typically occur every month so have not been repeated below:

1. Spotlight/Recognition/Awards (*may not occur every month*)
2. Reports:
 - ASB Report-ASB President or designee
 - Superintendent's Report
 - Business Director's Report
 - Teaching & Learning Report
 - Licensed Union Rep. Report
 - City Council Liaison Reports
 - Informational Reports including: field trips, enrollment & upcoming events
3. Consent Agenda: Approval of Meeting Minutes & Licensed Staff Changes
4. First and/or second readings of updates to NSSD board policies
5. Board Reflections/Announcements

These items will appear as needed but do not happen at the same time every year:

1. Long Range Facility Master Planning Committee/Bond Planning
2. OSBA (in-house) training or other group learning opportunities
3. Budget Appropriations/Funding Resolutions
4. Curriculum Adoptions

July

According to [ORS 255.335](#), each district board shall hold a regular organizational meeting following the regular district election and not later than the last day of July of that year.

According to [ORS 332.040](#), No later than at the next regular meeting following July 1, the district school board shall meet and organize by electing a chairperson and a vice chairperson from its members.

During election years when there are no newly elected board members, items 2-6 may be approved in June if the Board chooses to hold a work session in July (no business items) or skip the July meeting all together. During election years when new members are seated, the organizational meeting will occur in July. During non-election years, the meeting can occur in July or August (7/31 deadline does not apply so items don't need to be approved in June)

Traditional Location: Santiam Room

Annual Agenda Items:

1. Oath of office for newly elected members
2. Approve Board Goal Strategies for upcoming year (done annually)
3. (Next Applicable in 2023) Approve Board/District Goals – every three years
4. Supt. Evaluation Document Approval
5. Approval of Board Operating Protocol
6. Board members choose their “buddy school”
7. Annual Organizational Agenda Items (list copied from OSBA website)
(in an election year, the Annual Organizational Items must be approved before July 31)

- Elect chair and vice-chair (incumbent chair presides until a successor is elected). No member of the Board may serve as chair more than two years in succession unless the Board approves an extension of this period by a motion in June.
- Designate the following positions:
 - Chief administrative officer (the superintendent) as school district clerk or another individual, if there is no chief administrative officer. (ORS 332.515)
 - Business manager or deputy clerk, or both.
 - Custodian of funds who will sign checks or, if the school board so authorizes, utilize a facsimile signature for that purpose. (ORS 328.441, 328.445)
 - Budget officer, who shall prepare or supervise preparation of the budget document under the direction of the executive officer. (ORS 294.331)
 - Financial auditors for the school year, who may be contracted for through the administrative office of the county in which the administrative office of the school district is located. (ORS 328.465, 327.137, 297.405)
 - Legal counsel.
 - Civil Rights Coordinator
- Designate the fidelity-bond amounts for those authorized to handle district funds and ensure they are bonded by a surety company authorized in Oregon. (ORS 332.525)
- Designate the Board as the Local Public Contract Review Board as per policy DJC
- Approve contracts for payment (ORS 332.075(2-3) (e.g. transportation contract, contracts related to bond projects)
- Establish depository(ies) for school funds. (ORS 328.441, 294.805-294.895)
- Establish dates, time and place of regular monthly board meetings.
- Appoint members of standing committees
- Appoint board member to participate on the district negotiation team (as board representative)

Other annual reports or approvals as require by law or per NSSD policy/practice

- Receive English Learners In Oregon Annual Report (distributed by ODE in June)
- Approve list of low-impact pesticides for use according to the integrated pest management plan ORS 634.705 (5)
- Approve Excise Tax annual adjustment for the upcoming school year
- Approve list of third-party alternative education programs

Other Activities/Events

- SummerFest (last Saturday in July)

August

Traditional Location: Santiam Room

Regular Session Annual Agenda Items:

1. Projected Student Enrollment

2. Oaths of Office of newly re-elected members, including any student representatives (if not done in July)

Other Activities/Events

- Leadership Team Goal Workshop (2nd week in August)
- OSBA Annual Conference (Salem)
- Safe Schools Training on Mandatory Reporting (online)
- Lyons Fire Dept Car Show
- Welcome Back to School-Staff (last week in August)
- Back to School Open Houses (see school calendars for dates)

September

Traditional Location: Santiam Room

Annual Agenda Items:

1. Possible nominations for NSSD board member wishing to run for an OSBA board position
2. OSES (Oregon Statewide Educator Survey) Survey Results

Other Activities/Events

- Safe Schools Training on Mandatory Reporting-due to be completed this month
- **National School-Related/Staff Appreciation Days This Month-** I.T. Professionals Day, Arts in Education Week

October

Traditional Location: Santiam Room

Annual Agenda Items:

1. Stayton Booster Club Report (projects, membership, etc.) - Club President (may vary depending on status of current projects)
2. Division 22 Report- Director of Teaching & Learning
3. Professional Development Report – Director of Teaching & Learning or designee
4. Previous Stayton High school year data
 - a. Graduation/Completer rates
 - b. On-Track to Graduate rates for upcoming 10-12 graders
 - c. College Credits Earned
 - d. CTE Enrollment (demographics if possible)
 - e. Percentage of Students Involved in Co-Curricular Activities
 - f. Percentage of Students Involved in Activities/Clubs with Service

Other Activities

- State-Wide Licensed In-Service Day

- OSBA Regional Meetings
- **National School-Related/Staff Appreciation Days This Month**-Custodial Workers, School Bus Safety Week, Farm to School Month, Walk to School Day, Coaches Day, School Lunch Week, Red Ribbon Week, Bullying Prevention Month, School Principal Month

November

Traditional Location: Santiam Room

Annual Agenda Items:

1. Exit Interview Survey Results (Oct or Nov)- Director of Human Resources
2. OSBA Elections
3. Master Facilities Plan Review and Revisions—Director of Facilities
4. State/District Report Cards-Director of Teaching & Learning (Nov or Dec)
5. TAG Program Report
 - a. Number of Student Identified and the screening process
 - b. Supports/Programs offered

Other Activities/Events

- OSBA Annual Conference (Portland)
- **National School-Related/Staff Appreciation Days This Month**-School Psychologist Week, School Resource Officer Day, Education Support Professionals Day, Substitute Educators Day

December

Traditional Location: Santiam Room

Annual Agenda Items:

1. School Spotlight – Options Academy
2. District-wide AVID Report – District AVID Coordinator
3. Special Education Report - Director of Special Services
 - a. Must include the Abbreviated School Day Notice & Acknowledgement (see ISST)
4. Integrated Guidance Annual Report-Director of Teaching & Learning
5. Superintendent’s Goals/Evaluation Check-in (Exec. Session)

Board Secretary Tasks:

1. Distribute copies of NSSD audit report to board members so they can review before the January meeting.

Other Activities/Events

National School-Related/Staff Appreciation Days This Month- Special Education Day,

January

Traditional Location: Stayton Middle School

Annual Agenda Items:

1. Board Appreciation Month-Staff/Schools
2. School Spotlight-School Admin
3. WESD Local Service Plan Approval (every 2 years, next due 2025)-Superintendent
4. Audit Review- Director of Business & Fiscal Services (may be joined by rep. from auditing firm)
5. School Board Student Representative Recruitment Strategies
6. Annual report of all pesticide applications from the previous year-IPM Program Coord

Other Activities/Events

- Classified In-Service Day

Board Secretary Tasks:

- File notice of district board election, next due 2025 ([see Marion Co Calendar for deadline](#))
- Provide filing information to anyone seeking election/re-election (next due 2025)

February

Traditional Location: Stayton Elementary School

Annual Agenda Items:

1. School Spotlight-School Admin
2. Proclamation for Classified Appreciation Week (occurs in March)
3. Integrated Guidance Application Review
4. Approval of Budget Committee Members and Calendar- Director of Business & Fiscal Services
5. Superintendent's Goals/Evaluation Check-in

Other Activities/Events

- Board members complete annual superintendent evaluation forms
- Licensed In-Service Day
- Stayton Sublimity Chamber of Commerce Awards Banquet (schedule may vary)
- Booster Club Annual Auction
- **National School-Related/Staff Appreciation Days This Month**-School Bus Driver Appreciation Day

Board Secretary Tasks:

- Notify Budget Committee of approved meeting dates

March

***Prior to March meeting, the individual scores from the Supt Eval must be compiled so they can be reviewed during the meeting* - Board Volunteer or Board Secretary**

Meeting #1 Traditional Location: District Office/Santiam Room

Special Session: (first Thursday in March)

1. Renewal of Contracts (Licensed/Administrative)

Meeting #2 Traditional Location: Mari-Linn School

Regular Session Annual Agenda Items:

1. School Spotlight-School Admin
2. School Calendar Adoption
3. Review Consolidated Scores on the annual Superintendent Evaluation (Board only/Exec session)
4. Approve Board Chair & Vice-Chair (or designees) to negotiate contract extension on behalf of whole board.

Board Secretary Tasks:

- Provide Reminder of Board Elections Filing Due Date (if applicable)
- **National School-Related/Staff Appreciation Days This Month**-Music in our Schools Month and Classified School Employee's Week

After March Meeting

The Board Chair and Vice Chair (or designee) review Salary/Benefits comparisons with the Director of Human Resources. Then they review the compiled scores/comments from the evaluation with Superintendent and negotiate the extension of the contract prior to April meeting.

April

Traditional Location: Sublimity School

Annual Agenda Items:

1. School Spotlight-School Admin
2. Adopt resolution for Teacher Appreciation Week (first week of May)
3. Review Board Goal Strategies/Schedule work session (if needed) to revise in order to be adopted in July
4. (Next Applicable 2026) Review Board/District Goals and schedule work session (if needed) to revise in order to be adopted in July.
5. Review Supt. Evaluation as a group with the Superintendent (Board only/Exec Session)
6. Approve contract extension of Superintendent

Board Secretary Tasks

- Coordinate with current student board representative and SHS admin to announce the student representative position opening for the upcoming school year. Applications should be submitted to the principal by June 1st.
- **National School-Related/Staff Appreciation Days This Month-** School Library Month, Administrative Professional Day

May

NSSD Budget Committee traditionally meets in the second week of May

Traditional Location: Stayton High School

Annual Agenda Items:

1. School Spotlight-School Admin
2. Student awards @ SHS-Valedictorian, Salutatorian, Future First Citizen
3. Board Awards – Santiam, Jack Adams, Community Partner, Eagle Award (as recommended by the Community Engagement Committee)
4. WESD Local Service Plan List of Services Taken-Supt or Director of Business & Fiscal Services
5. Establish the number of student transfer requests into the District for coming year
6. Review results of annual parent survey (if available)

Board Secretary Tasks

- Coordinate with current student board representative and SHS admin to collect student representative applications for the upcoming school year. Applications should be submitted to the principal by June 1st.
- **National School-Related/Staff Appreciation Days This Month-**Teacher Appreciation Week, Principal’s Day, School Lunch Hero Day, School Nurse Day, Speech Pathologists Day

June

Traditional Location: Santiam Room

Special Session/Budget Hearing (prior to Regular Session):

Review of Budget Documents/Resolutions: Director of Business & Fiscal Services

Regular Session Annual Agenda Items:

1. Resolutions to adopt budget- Director of Business & Fiscal Services
2. Professional Development Report – Director of Teaching & Learning
3. Annual Restraint & Seclusion Report – Director of Special Programs
4. Acknowledge student reps. for service on the board
5. Select student representative to the school board for following year (June-Aug)