



Agenda

North Clackamas School Board
Thursday, April 14, 2022 - 6:30 PM
Board Room
12400 SE Freeman Way
Milwaukie, OR 97222

Times listed on the agenda below are only estimates and may be adjusted.

OPEN SESSION

6:30	Call to Order	
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	Minutes	
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6:40	Community Comments	
6:55	1. 2022-2023 Board Meeting Schedule - Discussion	83
	Presenter: Libra Forde	
7:05	2. Public Complaint - Discussion	85
	Presenter: Libra Forde	
7:15	3. Middle School and High School Fees - Discussion	
	Presenter: Petra Callin	
7:25	4. Superintendent's Evaluation - Report ¹	87
	Presenter: Libra Forde	

- 7:35 5. **Virtual Online Program (VOP) Extension 2022-2023 - Action**
Presenter: Ivonne Dibblee
- 7:45 6. **Contract Award: School Bus Purchase - Action**
Presenter: Cindy Detchon
- 7:55 7. **Technology E-Rate Award for Network Equipment - Action**
Presenter: Joe Bridgeman
- 8:00 **Adjourn**



Native Land Acknowledgment

We acknowledge the land on which we sit and which we call the North Clackamas School District rests on the traditional and indigenous lands and village sites of the Native peoples of the Kalapuya, Chinook, Molalla, and the Clackamas. We take this opportunity to offer gratitude for the ability to learn, work, and be a community on this land, and we offer thanks to the original caretakers of this region. We recognize the historic policies of colonization, genocide, relocation, and assimilation that affected Indigenous and Native families both past and present and that will affect those in the future, and honor the resilience and revitalization of our Indigenous and Native communities. We pay our respects to the Elders, both past and present, who have been the stewards of this land throughout the generations.



Pledge of Allegiance

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one Nation under God, indivisible,
with liberty and justice for all.

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NORTH CLACKAMAS SCHOOL DISTRICT 12
CLACKAMAS COUNTY, OREGON
MINUTES — BOARD OF DIRECTORS SPECIAL MEETING
March 5, 2022
Zoom/YouTube

Open Session

With due notice having been given and a quorum present, Vice Chair Mitzi Bauer convened open session at 1:04 p.m. with the following members present:

Mitzi Bauer	-	Vice Chair
Kathy Wai	-	Director
Steven Schroedl	-	Director
Tory McVay	-	Director
Sandra Henderson	-	Board Secretary

Ms. Pate was in attendance and represented herself. In attendance on behalf of the district was Attorney Iván Resendiz Gutierrez, Mark Moser, Chelsi Reno, and Shelly Reggiani. Also present were Superintendent Shay James, Cindy Detchon, Ivonne Dibblee, Tiffany Shireman, and Board Legal Counsel Jollee Patterson. District employees and community members were provided a live stream on YouTube.

Hearing

- Vice Chair Mitzi Bauer reviewed the process to be followed for the hearing and outlined the ground rules.
- Ms. Pate presented her opening statement.
- District Counsel Iván Resendiz Gutierrez presented his opening statement.
- Ms. Pate presented her argument.
- District Counsel presented the District's argument.
- Ms. Pate presented her rebuttal and closing argument.
- District Counsel presented his closing argument.

Vice Chair Bauer recessed open session at 2:27 p.m. to consult with Board legal counsel.

With due notice and a quorum present, Vice Chair Mitzi Bauer convened executive session under ORS 192.660 (2)(f) and 192.660 (2)(h).

Executive session was adjourned at 2:36 p.m. and open session was called back to order at that time.

R21/22-73

Hearing Decision – Tory McVay moved, Steven Schroedl seconded the motion, to uphold the dismissal decision. Motion passed unanimously.

There being no further business to come before the Board, the meeting adjourned at 2:42 p.m.

Unapproved

DRAFT

**NORTH CLACKAMAS SCHOOL DISTRICT 12
CLACKAMAS COUNTY, OREGON
MINUTES — BOARD OF DIRECTORS REGULAR MEETING
March 10, 2022
Boardroom, Zoom/YouTube**

Executive Session

With due notice having been given and a quorum present, Chair Libra Forde convened executive session under ORS 192.660 (2)(i) at 5:04 p.m. with the following members present:

- Libra Forde – Chair (left meeting at 6:06 p.m.)
- Mitzi Bauer – Vice Chair
- Jena Benologa – Director
- Orlando Perez – Director (joined meeting at 6:30 p.m.)
- Steven Schroedl – Director
- Tory McVay – Director
- Shay James – Superintendent
- Sandra Henderson – Board Secretary

Superintendent Evaluation – The Board presented and discussed the Superintendent’s first-year evaluation.

Executive session recessed at 6:06 p.m.

Open Session

Vice Chair Mitzi Bauer convened open session at 6:35 p.m. Present, in addition to those at the executive session were, Cindy Detchon, Gayellyn Jacobson, Ivonne Dibblee, Joe Bridgeman, Khaliyah Williams-Rodriguez, Mark Moser, Petra Callin, Shelly Reggiani, Tiffany Shireman, and Vivian Garrison. District employees and community members were provided a live stream on YouTube.

Vice Chair Mitzi Bauer asked for a moment of silence for people impacted by the war in Ukraine. Director Jena Benologa read the Native Land Acknowledgement. Director Tory McVay led the Pledge of Allegiance.

R21/22-74

Minutes – Tory McVay moved, Steven Schroedl seconded the motion to approve the minutes of the regular Board meeting held February 24, 2022. Motion passed unanimously.

R21/22-75

Consent Agenda – Tory McVay moved, Jena Benologa seconded the motion to adopt the consent agenda as recommended:

Employment Changes - Approve employment changes as listed, with a copy of the list made as part of the official minutes, as recommended by the Executive Director of Human Resources:

- Administrative termination
- Licensed appointments and terminations

School Calendars - Approve proposed 2022-2023 school calendars for elementary and middle/high school.

Travel Permission Request - Grant permission for 53 students from Adrienne C. Nelson High and Clackamas High A-Choir programs to travel to San Diego, CA, May 26-29, 2022.

Contract Extensions and Non/Renewals - Approve contract extensions and non/renewals as listed, with a copy of the list made as part of the official minutes, as recommended by the Executive Director of Human Resources:

- Renewal of licensed staff contracts 2022-2023 for licensed staff and administrators.
- Non-renewal of licensed administrator contracts.

Motion passed unanimously.

Community Comments

- Tara Nelson, Damascus, spoke regarding site councils being legal required and against requiring vaccinations for volunteers.
- Wanda Shell, Happy Valley, spoke about the lack of fairness with not holding open Board meetings, bullying regarding masks, vaccination requirements for volunteers, and the amount of time granted for public comments.

Vice Chair Mitzi Bauer called a recess at 6:48 p.m. Board members and staff moved out of the Boardroom due to safety concerns in the building. The meeting resumed on Zoom at 7:12 p.m.

R21/22-76

Proclamation of Volunteer Week – Jena Benologa moved, Orlando Perez seconded the motion to adopt the proclamation declaring April 17 -23, 2022 Volunteer Appreciation Week in the North Clackamas School District. Motion passed unanimously.

North Clackamas Education Association (NCEA) Featured Educator – Milwaukie High School Transitional Learning Center (TLC) teacher Blake Murphy recognized Martin Winch, New Urban High School Twilight teacher as the NCEA Featured Educator for March.

School Presentation: Scouters Mountain Elementary – Executive Director of Elementary Programs Khaliyah Williams-Rodriguez introduced Scouters Mountain Principal Curtis Long. The presentation included the school’s mission, demographics, and videos. Questions and comments from the Board were addressed.

Interdistrict Transfers – Executive Director of Equity, Community Relations, and Communications Shelly Reggiani presented a recommendation to provide 76 incoming interdistrict transfer slots, and to make available an unlimited number of outgoing interdistrict transfer slots for the 2022-2023 school year.

Virtual Online Program Extension 2022-2023 – Assistant Superintendent of Education Ivonne Dibblee presented a proposal to temporarily extend the North Clackamas Virtual Online Program in grades K-5 through June 30, 2023, and establish the North Clackamas Virtual Online Program as an ongoing magnet program for grades 6-12.

Policy Revisions – Chief of Staff Tiffany Shireman presented revisions to the following policies as recommended by the Policy Review Committee:

IB – Freedom of Expression, revised due the House Bill 3041 (2021).

IGBAG-AR – Special Education - Procedural Safeguards, revised due to required guardianship information and services provided to students on IEPs.

IGBI – Bilingual Education, delete prior version and replace with new version that is inclusive of more students and clarifies language.

IL – Assessment Program, revised due to Senate Bill 602 (2021).

JGA – Corporal Punishment , revised due to changes in the definitions and practices in schools.

Surplus Property at Scouters Mountain Elementary – Assistant Superintendent of Operations Cindy Detchon presented the proposal to declare the property located at Scouters Mountain as surplus. A question regarding the potential use of the property for a nature trail was addressed.

R21/22-77

Tory McVay moved, Jena Benologa seconded the motion to declare the approximately 7.1 acres of property (located at Scouters Mountain and 162nd Ave., Happy Valley) as surplus. Jena Benologa, Mitzi Bauer, Steven Schroedl and Tory McVay voted to approve. Orlando Perez voted against. Motion passed 4-1.

There being no further business to come before the Board, the meeting adjourned at 8:36 p.m.

Unapproved

**CHARTER CONTRACT – CASCADE HEIGHTS PUBLIC
CHARTER SCHOOL**

CONSENT B
April 14, 2022

SUPERINTENDENT’S RECOMMENDATION:

Approve the five-year contract for Cascade Heights Public Charter School

REASON FOR BOARD CONSIDERATION:

Pursuant to ORS 338.065, charter schools and school districts must develop new contracts upon approval of charter renewal by the school district’s Board of Directors.

BACKGROUND:

North Clackamas School District (NCS D) serves as the sponsor for Cascade Heights Public Charter School (CHPCS), grades Kindergarten-18. On January 27, 2022, the NCS D Board of Directors renewed charter sponsorship of CWA. The next step in the process of renewal is to negotiate a new contract.

The current contract expires June 30, 2022. In consultation with district legal counsel, district staff and representation from CHPCS, the following list shows the substantial changes made in the proposed 2022-2027 contract (Attachment A):

- Aligned language to meet the changes in Oregon Revised Statutes (ORS).
- Aligned non-discrimination language to align with current NCS D policy and deleted redundant language.
- Added enrollment flexibility language related to providing priority admission to students who meet Oregon’s definition of “Historically underserved students.”
- Relocated language about Local Option Levy funds from an addendum to the contract with no language changes.
- Relocated language regarding administrator licensure from an addendum to the contract.
- Updated language specific to CHPCS’s facility in order to ensure that any facility utilized by CHPCS is mutually agreeable and that NCS D would receive notice prior to any facility change.
- Added insurance liability coverage minimum amounts.

ATTACHMENTS:

- Attachment A: Proposed 2022-2027 contract between North Clackamas School District and Cascade Heights Public Charter School

PRESENTER / STAFF CONTACT:

Tiffany Shireman, NCS D Chief of Staff

CHARTER AGREEMENT

between

North Clackamas School District

and

Cascade Heights Public Charter School

2022-2027

CHARTER SCHOOL CONTRACT

THIS CONTRACT is made and entered into by and between the North Clackamas School District (“District”) and the Cascade Heights Public Charter School (CHPCS), an Oregon nonprofit corporation.

RECITALS:

WHEREAS, the Oregon Legislature has enacted ORS Chapter 338 for certain purposes enumerated in that chapter; and

WHEREAS, on October 7, 2005, an application was submitted by Cascade Heights Public Charter School Steering Committee for the formation of Cascade Heights Public Charter School as a public charter school to operate within the District; and

WHEREAS, the District has subsequently renewed Cascade Heights Public Charter School, pursuant to ORS Chapter 338; and

WHEREAS, the District agreed to a renewal on January 21, 2022 effective July 1, 2022, to be in effect for a period of five years, subject to renewal in accordance with this agreement and ORS Chapter 338; and

WHEREAS, this Contract between Cascade Heights Public Charter School and the District, will constitute the full and complete agreement between the parties regarding the governance and operation of Cascade Heights Public Charter School; and

WHEREAS, the parties desire that Cascade Heights Public Charter School be authorized to operate and conduct its affairs in accordance with the terms of this agreement and ORS Chapter 338.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants and payments herein described, the parties agree as follows:

1. Grant of Charter

CHPCS is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter to operate a single public charter school located within the boundaries of the North Clackamas School District as described herein.

2. Effective Date

This Contract shall commence on July 1, 2022, and shall expire on June 30, 2027.

3. Educational Program, Student Assessment and Curriculum

The mission of CHPCS is to inspire the social, emotional, academic, physical and ethical growth of children and partner with parents who share the same mission to prepare them to be members of a global society.

A. Age and Grade Range

- (i) CHPCS shall provide instruction to students in kindergarten through the eighth grade.

B. Curriculum

The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation of CHPCS's instructional programs outlined in its application, and as amended herein.

- (i) CHPCS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, which are consistent with state law.
- (ii) The educational program, pupil performance standards and curriculum designed and implemented by CHPCS shall meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards.
- (iii) CHPCS agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.
- (iv) CHPCS agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in its application. A fundamental change is defined as changing the core curriculum of CHPCS, changing the academic focus of CHPCS, or adopting a curriculum that does not meet District or state standards. The District may, at its sole discretion, approve or disapprove fundamental changes in the educational program.

C. Student Assessment

- (i) All students enrolled and attending third through eighth grade at CHPCS shall participate and take part in all statewide assessments, and all kindergartener through eighth grade English Learners (EL) shall participate in the English Language Proficiency Assessment (ELPA) developed by the Oregon Department of Education under ORS 329.485, as well as any assessment developed by the Oregon Department of Education, the United States Department of Education or the Oregon Legislature to implement the federal assessment requirements.
- (ii) If any of the assessments described in Section 3, Paragraph C, subparagraph (i) of this Contract are discontinued, the parties shall mutually agree on the assessment tool to be used by CHPCS to determine the student performance standards for CHPCS's students.

D. Extracurricular Activities

- (i) CHPCS students who are residents of the District are eligible to participate in extracurricular activities at their neighborhood schools at no charge to CHPCS. Students of CHPCS who participate in extracurricular activities of the District shall be subject to the same rules regarding fees, eligibility and conduct that District students must meet. CHPCS students that are not residents of the District shall not be eligible to participate in extracurricular activities of the District.
- (ii) The District shall not be required to provide transportation for a CHPCS student to and/or from an extracurricular activity. However, if there is space available, the District may provide transportation services to a CHPCS student to and/or from an extracurricular activity. The District is not required to alter or add any additional buses or bus routes to accommodate a CHPCS student. Notwithstanding anything to the contrary in this Agreement, CHPCS may contract to use buses and other district transportation through the District's transportation provider and shall pay the actual costs incurred by the District for the use of such transportation in accordance with applicable state law and regulations and all applicable labor contracts.

E. Records

CHPCS shall comply with all recordkeeping requirements of federal law pertaining to student records and shall cooperate with the District by providing any reports or records to the District, as necessary, to meet the District's reporting obligations to the Oregon Department of Education or the U.S. Department of Education.

- (i) During the term of this Contract, the administrator(s) of CHPCS shall meet with the District's superintendent or designee once each month, unless otherwise agreed to, to review progress in meeting the requirements of this Contract.

F. Nonreligious and Nondiscrimination

The educational program of CHPCS shall be nonreligious and nonsectarian. CHPCS shall not limit student admission based on race, ethnicity, sex, national origin, religion, disability, sexual orientation, gender identity, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

G. Open Enrollment

The District shall retain the right to monitor CHPCS' admission system (including, but not limited to, observation of the lottery process):

- (i) Enrollment shall be open to any District child eligible to attend kindergarten through eighth grade, subject to ORS 338.125. If space is available, CHPCS may admit students who do not reside in the District, ORS 338.125(2)(b). CHPCS agrees to give the District five (5) school days prior written notice of the time that it conducts its lottery process.
- (ii) Maximum enrollment shall be limited to 229 students (ADMr). CHPCS may not exceed the maximum enrollment without prior written District approval.
- (iii) The minimum enrollment for each school year shall be 25 full-time students. The District shall terminate this Contract if student enrollment in CHPCS falls under 25 students during any school year, as provided in ORS Chapter 338. For purposes of this Contract, full-time student means a student who is receiving more than one-half of his/her instructional program at CHPCS.
- (iv) Pursuant to ORS 338.125(3)(a), CHPCS shall select students through an equitable lottery selection process. For the purpose of ameliorating the impact of discrimination against historically underserved students, an equitable lottery selection process may include weights that favor historically underserved students. "Historically underserved students" are students who are at risk of underrepresentation in CHPCS because of any combination of their race, sex, sexual orientation, ethnicity, disability, income level, proficiency in the English language, socioeconomic status or geographic location.

H. Admission

- (i) Admission of students to CHPCS shall be determined in accordance with state or federal law and accepted procedures as noted in any amendments to this contract. "Admission" means that the student has (1) successfully completed the lottery; (2) been formally accepted as a student by CHPCS; and (3) enrolled with CHPCS.
- (ii) Preferences: As provided in ORS 338.125(3), CHPCS may give admissions preference to students who were enrolled in CHPCS the prior year and siblings of currently enrolled and attending students.
- (iii) Additional Preferences: Additional preferences for admission may be granted by the waiver process through the Oregon Department of Education (ODE). CHPCS will provide the District any proposed waivers under this section for the District's prior written approval prior to submitting ODE. CHPCS will provide the District a copy of any waiver granted within 10 days of receipt.
- (iv) In the event a nonresident student is enrolled, CHPCS agrees to:
 1. Provide written notice of the student's enrollment to the District within ten (10) days via the electronic student information system with granted access by the District. The written notice must include contact information for the enrolled student's parent or guardian.
 2. Provide written notice of the student's withdrawal (for any reason other than graduation from high school) to the District within (ten) 10 days via the electronic student information system with granted access by the District. The written notice must include contact information for the enrolled student's parent or guardian.

I. Student Attendance, Conduct and Discipline

- (i) CHPCS shall implement a system of uniform student discipline consistent with the application. CHPCS shall forward a copy of any modified or newly adopted policy implementing the system of uniform student discipline to the District within thirty (30) days from the CHPCS's approval date. CHPCS shall notify its students of the student's rights and responsibilities at the beginning of each school year, or as the student meets the admission requirements as stated in this Contract. CHPCS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the District on a monthly basis by no later than the 5th of each month.
- (ii) CHPCS shall notify the District immediately upon a student being expelled from CHPCS.

- (iii) CHPCS and the District shall extend full faith and credit to the suspension and expulsion of a student of the other, unless both parties agree in writing to a variance from this requirement.

J. Education of Talented and Gifted Students

CHPCS shall comply with ORS 343.391-343.413, and rules adopted by the State Board of Education for implementing these statutes.

K. Education of Students with Disabilities

CHPCS shall comply with all District policies and regulations and the requirements of federal and state law concerning the education of children under the Individuals with Disabilities Education Act (IDEA). Compliance by CHPCS includes, but is not limited to, the following:

- (i) CHPCS shall comply with all District policies regarding discipline of special education students.
- (ii) The Individual Education Plan/Program (IEP) team is determined by federal law. The student's team must have a District representative in attendance, as well as any appropriate specialists.
- (iii) The student's IEP team will determine the appropriate educational program and placement for the student. CHPCS shall abide by the IEP team's decision on program and placement.
- (iv) CHPCS staff shall comply with training required by an IEP team for delivery of services to a CHPCS student.
- (v) The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for the CHPCS special education students shall be retained by the District.
- (vi) The District has the discretion to determine which specialized programs will be offered on site at the CHPCS site.
- (vii) The student's IEP team may recommend any appropriate placement for the student based on the student's needs, whether in or out of CHPCS. CHPCS shall not change the student's placement or IEP without IEP team action.
- (viii) Special education transportation will only be provided to a CHPCS special education student if it is a related service on a CHPCS student's IEP.
- (ix) CHPCS shall provide substitutes for CHPCS staff who are required to attend IEP meetings or other meetings related to a CHPCS special education student at CHPCS's expense.

- (x) CHPCS shall notify the District if a student may need special education services.
- (xi) If, after a student is enrolled and attending Cascade Heights, the staff and employees of CHPCS suspect a student may be eligible for special education and related services under IDEA, CHPCS shall comply with the District practices and policies for referral of the student for evaluation.
- (xii) Costs of special education (e.g., IEP) training required of CHPCS's staff to accomplish the implementation of an IEP for a student shall be paid by the District. This is limited to costs for substitutes, consultants or necessary supplies and materials. Funding for the cost of accommodations under Section 504 will be the sole responsibility of CHPCS.

L. Tuition and Fees

CHPCS shall not charge tuition to students attending CHPCS. CHPCS shall not charge tuition for programs, classes or courses of students that are part of the regular school program. CHPCS may charge reasonable fees for instructional materials, after-school programs and student activities consistent with ORS 339.155.

M. Student Welfare and Safety

CHPCS shall comply with all applicable state and federal laws concerning student welfare, safety and health, including, without limitation, the reporting of child abuse and sexual conduct, accident prevention and disaster response, and any local, state or federal regulations governing the operation of school facilities.

- (i) CHPCS is responsible for the reporting of child abuse, sexual conduct and neglect in accordance with state law.
- (ii) CHPCS shall immediately inform the District Liaison of any incident regarding child abuse, sexual conduct and/or neglect.
- (iii) CHPCS shall comply with state and federal law relating to drug administration to students.
- (iv) CHPCS shall comply with OAR 584-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.

N. School Year, School Day, Hours of Operation

CHPCS shall operate according to a school calendar (i.e., start date, holidays, breaks and end date) that shall be similar to the District's school calendar. To the extent CHPCS's calendar varies from the District's, and this variance creates

additional cost to the District for special education services, CHPCS shall reimburse this cost according to Section 5, paragraph B.

O. Alternative Education Model

Subject to applicable state law, federal law, and the terms of this Contract, CHPCS shall be allowed to promote and implement learning situations that are flexible with regard to environment, time, structure and pedagogy.

P. English Learners

CHPCS will provide all EL services that are required for English Learners pursuant to District policy and state and federal law. CHPCS will receive all of the additional weight funding for all EL students so long as it is providing appropriate EL services. The District shall retain responsibility for monitoring compliance with District policy and state law. However, the total funding for the total student enrollment for CHPCS will not exceed 229 students (ADM) as indicated in Section G, paragraph (ii).

CHPCS will be responsible for fulfilling all Federal and state mandates concerning English Learners including:

- 1) Developing and implementing Equal Educational Opportunity Plans, which assures that all students have equal opportunity to participate in the educational programs, courses and activities and equal access to facilities in the district. OAR 581-021-0046(8)
- 2) Developing and implementing a plan for identifying students whose primary language is other than English and providing identified students with appropriate programs until they are able to use the English language in a manner that allows effective and relevant participation in regular classroom instruction and other educational activities. OAR 581-021-0046(8)
- 3) Providing a program to teach English Language Development (ELD) speaking, reading and writing that complies with Federal and state law until a student meets exit criteria. ORS 336.079
- 4) Providing training to staff to support their work with English-learners at no cost to the staff. ORS 336.081.

In addition, to remain eligible for the additional student weighting, CHPCS will ensure that services meet the basic U.S. Department of Education, Office of Civil Rights guidelines- including:

- a) Enrollment in School;
- b) Identification as Potential EL;
- c) Assessment Determines Need for EL Services;
- d) Provision of Appropriate EL Services;

- e) Transition from EL Services;
 - f) Monitor Ability to Participate Meaningfully.
- (OAR 581-023-0100 Eligibility Criteria for Student Weighting for Purposes of State School Fund Distribution)

4. Evaluation of Student Performance and Procedures for Corrective Action

A. Student Progress

CHPCS shall pursue and make reasonable progress toward achievement of its goals, objectives and student performance standards, provided that such goals, objectives and student performance standards shall at all times remain in compliance with Oregon law and the provisions of this Contract.

B. State Assessments

During the term of this Contract, the average score for each student demographic group in each grade level of CHPCS's students taking the statewide assessment(s) developed by the Oregon Department of Education under ORS 329.485, or any assessment developed to comply with the federal laws, shall be at or above the average score of the District's students for each student demographic group in each grade level that have taken the statewide assessment.

C. Student Groups

For purposes of Section 4, paragraph B of this Contract, the following student demographic groups shall be utilized when comparing student assessment scores:

- (i) race/ethnicity
- (ii) students with disabilities
- (iii) Limited English Proficient (LEP)
- (iv) economically disadvantaged
- (v) gender

For purposes of Section 4, paragraph B of this Contract, student assessment scores shall be compared by student demographic group when there is a statistically significant number of students in the group. The term "statistically significant" shall mean six (6) or more students.

If the average score for any student demographic group in any grade level of CHPCS is not at or above the average score of the District's students group in that grade level, then CHPCS shall develop, subject to the District's approval, a written Plan of Correction describing the actions that CHPCS will undertake to successfully meet the District's average score by subgroup in each grade.

- (i) CHPCS shall deliver the written Plan of Correction to the District within sixty (60) days of CHPCS receiving the assessment scores.
- (ii) If CHPCS's student assessment scores by demographic group and grade level are not at or above the District's assessment scores by subgroup and grade level for a second year, then the District may take action to terminate this Contract under Section 7, paragraph J of this Contract. If CHPCS fails to follow any of the actions stated in any of the Plans of Correction as stated above, the District shall issue a written notice to CHPCS that it must comply with the terms of the written Plan of Correction immediately. If, after fifteen (15) business days, CHPCS is not in compliance with the written Plan of Correction, the District may begin the process of terminating CHPCS's operation as a public charter school under Section 7, paragraph J of this Contract.

D. Reporting of Scores

CHPCS shall report to the District CHPCS's student scores on any of the statewide assessments within thirty (30) calendar days of receiving the scores.

The District shall report to CHPCS the District's average score for its students that have taken the statewide assessment within thirty (30) business days of receiving those scores.

5. Economic Plan, Budget and Annual Audit

A. Funding

- (i) The District shall contractually establish with CHPCS payment for provision of educational services in accordance with 338.155(2). The payment shall be equal to an amount per weighted average daily membership (ADMw) of the public charter school that is 80% of the amount of the District's general purpose grant per ADMw as calculated under 327.013 for students who are enrolled in kindergarten through eighth grade.
- (ii) For purposes of calculating the weighted average daily membership (ADMw) of CHPCS, it shall be assumed that CHPCS has the same percentage of children in poverty families as calculated under ORS 327.013 as the District. Based on this percentage, an additional amount shall be added to the average daily membership of CHPCS. The number of students in poverty shall be divided into the District ADMr multiplied by the State School Fund poverty weight, which is then added to the amount of percentage of payment. This total ADMw shall be applied to calculate payment that includes poverty weight.
- (iii) The parties acknowledge that under ORS 338.155(9)(b), CHPCS may apply for other state sources of funds from the Oregon Department of

Education that are available for school districts based solely on the weighted average daily membership (ADMw) of the District which are not included in this contract.

- (iv) Any financial commitment on the part of the District contained in this Contract is subject to appropriation by the State of Oregon and the parties agree that the District has no obligation to fund CHPCS operations except as expressly provided herein or in ORS Chapter 338.

- (v) For purposes of calculating Local Option Levy (LOL), the funding shall be determined as follows:
 1. The Local Option Levy amount for the calculation will be based on the County LOL Tax Turnover total amount in the first 25 business days following November 15th of each year.
 2. The District shall apply the same funding rules as defined under 5.A.(i) of the contract.
 3. In-district students enrolled in the Charter School will serve as the basis for calculating the ADMr.
 4. The number of in-district students enrolled at the Charter School as reported to ODE for the first quarter of each fiscal year shall be divided into the total District ADMr from the same period to determine in-district student percentage, then multiplied by the LOL amount as defined in 1. of this section and finally multiplied by the percentage defined in 2. of this section.
 5. It shall be assumed that an annual lump sum payment will be issued to the Charter School by the end of January.
 6. By May 1 of each fiscal year, the District reserves the right to modify the terms of this Section 5.A.v. or discontinue LOL funding for the subsequent fiscal year.

B. Budget

- (i) On or before April 1 of each year, CHPCS shall submit to NCSD Business Support Services CHPCS's proposed budget for the upcoming school year. CHPCS agrees to provide an updated budget to reflect its school facility costs and expenses.

- (ii) On or before July 15 of each year, CHPCS shall submit to the District CHPCS's adopted budget for the upcoming school year.

- (iii) CHPCS shall be responsible for all costs of subcontracting for goods and services, except as expressly provided in this Contract.

- (iv) The fiscal year of CHPCS shall begin on July 1 of each year and end on June 30 of the subsequent to coincide with the District's fiscal year.

- (v) The cost of any service(s) provided to CHPCS by the District above and beyond the terms of this Contract shall be invoiced to CHPCS. If invoiced services are not paid by CHPCS within thirty (30) days of receipt of the invoice, and if CHPCS has not provided written objections to the invoice for services within that time period, the District may deduct the invoiced amount from the subsequent month's payment under Section 5, paragraph A.

C. Financial Records, Audits and Accounting Reports

- (i) CHPCS agrees to establish, maintain and retain appropriate financial records in accordance with applicable state and federal laws and to make such records available to the District. CHPCS shall submit monthly income and expense reports, a monthly balance sheet showing liabilities and assets and an Aged Accounts Payable statement showing any accounts that are 30, 60, 90 or 90+ days past due to the District by the 15th of each month.
- (ii) CHPCS shall have an annual audit of its accounts in accordance with Municipal Financial Audit Law, ORS 297.405 to 297.555 and 297.990. CHPCS shall submit this audit to the District by December 15 of each year.
- (iii) CHPCS shall provide to the District CHPCS's Internal Revenue Service Form 990 by November 15 of each year.
- (iv) CHPCS shall operate in accordance with generally accepted accounting procedures (GAAP) or other generally accepted standards of fiscal management, provided that CHPCS's accounting methods shall comply in all instances with applicable governmental accounting requirements. CHPCS's budget and accounting practices must be consistent with the District's budget and accounting practices.
- (v) CHPCS will have entered data into the state/District information system by the 5th of each month and according to the state's (financial) criteria and District schedules for the purpose of calculating (ADMw).
- (vi) The District shall distribute to CHPCS funds as determined in Section 5, paragraph A, subparagraphs (i) and (ii) of this Contract, in the following amounts on or before the following dates for each school year:
- July 25 – 16.66 percent
 - August 25 – 8.33 percent
 - September 25 – 8.33 percent
 - October 25 – 8.33 percent

- November 25 – 8.33 percent
- December 25 – 8.33 percent
- January 25 – 8.33 percent
- February 25 – 8.33 percent
- March 25 – 8.33 percent
- April 25 – 8.33 percent
- May 25 - balance

The parties mutually agree that the above payment schedule is intended to follow the disbursement schedule of State School Fund payments to the District under ORS 327.095. Financial settlement of any prior year will occur in May of the following year as defined by state's financial adjustments process. With each disbursement check, the District agrees to include accounting calculation validating the amount paid. The parties further agree that should the disbursement schedule of the State School Fund be modified during the term of this Contract, the disbursement schedule of payments from the District to CHPCS shall be modified to reflect such changes and will be notified of such scheduled modification ten (10) days prior to disbursement and the reasoning or rationale for the modification. The District shall still be required to transfer the payment due CHPCS under this Contract within ten (10) days of the receipt of such payment from the State School Fund.

- (vii) The parties acknowledge that under ORS 338.155(9)(b), CHPCS may apply for other state sources of funds from the Oregon Department of Education that are available to school districts based solely on the weighted average daily membership (ADMw) of the school districts which are not included in this Contract.
- (viii) The parties acknowledge that under ORS 338.155(9)(a), CHPCS may apply for any grant that is available to school districts or non-chartered public schools from the Oregon Department of Education.
- (ix) Any grant that is available to the District based solely on the weighted average daily membership (ADMw) of the District will be sent directly to the public charter school from the Oregon Department of Education. This paragraph does not apply to any grant from the State School Fund.
- (x) CHPCS may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or the terms of this Contract. In the event that

CHPCS solicits funding from sources other than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. CHPCS shall annually report all gifts, donations and grants to the District by recording the same in the financial records in Section 5, paragraph C above. This does not require reporting the names of, or individual contribution amounts from individual donors, unless CHPCS is required to disclose this information under law.

- (xi) At all times, CHPCS shall maintain appropriate governance and managerial procedures and financial controls.
- (xii) CHPCS shall provide the District with all copies of substantive letters not otherwise exempt under ORS Chapter 192 and audit report from CHPCS's auditor to the Board or CHPCS's director.

6. Buildings and Facilities

CHPCS shall be located at a mutually agreeable site. CHPCS is responsible for all costs and maintenance of the site.

CHPCS shall take such actions as are necessary to ensure that the facility lease, occupancy permits and health and safety approvals remain valid and in force. CHPCS shall provide copies of such leases, certificates, and approvals upon request by the District.

CHPCS shall notify the District of any proposed change in location not less than 90 days prior to taking any final action in connection therewith.

7. Governance and Operation

CHPCS shall govern and operate the charter school as set forth in its application to the extent permissible under federal and state law and subject to all conditions of this Contract.

A. Corporate Status

CHPCS is and shall remain for the term of this Contract an Oregon nonprofit corporation. Within thirty (30) days after making any changes to its Articles of Incorporation or Bylaws, CHPCS shall notify the District of the changes CHPCS makes to such documents. CHPCS shall provide a full copy of CHPCS's Articles of Incorporation and Bylaws documents before the signing of this Contract.

B. Conflict of Interest

The governing board and any employees of CHPCS shall comply with state law regarding public officials ethics and conflicts of interest.

C. Nonreligious, Nonsectarian Status

CHPCS agrees that it shall operate in all respects as a nonsectarian, nonreligious public charter school. CHPCS shall not be affiliated with any nonpublic sectarian school or religious organization. This section shall not preclude CHPCS from leasing or renting a facility from a church or religious organization.

D. Nondiscrimination

CHPCS shall comply with all federal and state laws regarding nondiscrimination, including, without limitation, statutory and constitutional provisions prohibiting discrimination on the basis of an individual's perceived or actual mental or physical disability, age, race, creed, color, sex, national or ethnic origin, religion, ancestry, marital status, political beliefs and/or affiliations, pregnancy, familial status, economic status, veteran status, gender identity or sexual orientation.

E. Public Meeting and Public Records

CHPCS and its Board of Directors are subject to the provisions of Oregon Public Meetings Law, ORS 192.610 to 192.690 and Oregon Public Records Law, ORS 192.410 to 192.505.

F. Operational Powers

Subject to the conditions and provisions of this Contract, CHPCS, through its Board of Directors, shall be fiscally responsible for its own operations within limitations of any funding provided by the District and other revenues derived by CHPCS consistent with law.

- (i) CHPCS shall have the authority to exercise independently, also consistent with federal and state law, all powers granted to nonprofit corporations and charter schools so long as such powers are not inconsistent with the terms of this Contract, including, without limitation, the following powers (and including such other powers as provided for elsewhere in this Contract): making all personnel decisions, including hiring, firing and discipline of all teachers, supervisors and staff; contract for goods and services necessary for the operation of CHPCS; prepare a budget; procure insurance and necessary bonds; lease facilities for school purposes; purchase lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; organize and carry out fundraising efforts; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donors as are consistent with law and not contrary to any of the terms of this Contract.

G. Third-Party Contracts

CHPCS shall not enter into any contract for comprehensive school management or operation services to be performed in substantial part by an entity not a party to this Contract.

H. Annual Report and Review

CHPCS shall submit an annual report by October 15 which will include, without limitation, the following:

- (i) Summary data on the progress toward meeting its academic goals and objectives;
- (ii) The audit required under Section 5, paragraph C of this Contract and including proof of insurance;
- (iii) Policy development issues;
- (iv) Student attendance and discipline information; and
- (v) Any other information the District reasonably deems necessary to demonstrate that CHPCS is in compliance with state and federal law and the terms of this Contract.

I. Term

CHPCS's charter and this Contract become effective on July 1, 2022, and will last for a period of five (5) school years.

J. Termination

- (i) To the extent allowed by ORS Chapter 338, the District may revoke the charter and terminate this Contract on any of the following grounds:
 - a) Violation of or failure to meet and sustain any term of this Contract or ORS Chapter 338.
 - b) Failure to meet the requirements for student performance stated in Section 4 of this Contract.
 - c) Failure to correct any violation of a federal or state law that is described in ORS 338.115.
 - d) Failure to maintain insurance as described in Section 9 of this Contract.
 - e) Failure to maintain financial stability.

- f) Failure to maintain, for two or more consecutive years, sound financial management practices.
- (ii) The District shall provide 180 days prior written notice of its intent to terminate the charter agreement. CHPCS may appeal the District's decision to terminate the charter agreement directly to the District's Board. CHPCS may respond to the allegations in the District's written notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. CHPCS has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence. The District Board's decision may only be appealed to the State Board of Education according to ORS 338.105. Until the effective date of termination of this contract, as determined by the District, and pending a determination upon appeal to the State Board of Education, the District shall continue to make the funding payments under Section 5 of this Contract to CHPCS.
- (iii) Prompt Termination for Health and Safety Reasons: As provided in ORS 338.105(4), the District may terminate this contract immediately and close CHPCS if CHPCS is endangering the health or safety of its students. CHPCS may appeal this decision per section J (ii). CHPCS will remain closed at the discretion of the District throughout the appeals process.
- (iv) CHPCS shall only terminate this charter at the end of a semester. CHPCS shall notify the District in writing at least 180 days prior to the proposed effective date of termination, dissolution or closure of CHPCS.
- (v) In the event of termination of CHPCS as a public charter school, all assets purchased with public funds shall be given to the State Board of Education in accordance with ORS 338.105(6).
- (vi) Upon dissolution, CHPCS must transfer all student education records to the District within thirty (30) days.

K. Corporate Status

In the event CHPCS should cease operations as a public charter school for whatever reasons, including but not limited to, the non-renewal or revocation of its charter, or dissolution of the nonprofit corporation, it is agreed that CHPCS's legal authority to operate as a private school shall not be abridged. Assets shall be given to the State Board of Education in accordance with ORS 338.105(6).

L. Property Inventory Control

- (i) CHPCS shall maintain records of purchases for all assets over \$500.00. These records shall indicate whether the assets were purchased with public

funds, or non-public funds. CHPCS shall make these records available to the District in a reasonable time upon request. For purposes of this section, public funds shall include any and all funds distributed to CHPCS:

- a) By the District, pursuant to ORS 338.155 and ORS 338.165;
- b) By the Oregon Department of Education, including any and all federal grant funds that CHPCS may apply for and be awarded by the Oregon Department of Education; or
- c) By any agency, division or branch of the United States government, or any entity created by an agency, division or branch of the United States government.

8. Employment Matters

CHPCS shall be the employer of all employees of CHPCS. Employees of CHPCS shall not be considered, for any purpose, employees of the District. Employees of CHPCS shall not be entitled to, or be covered by, any collective bargaining agreement that the District has entered into with any of its respective employees or their exclusive representative for purposes of collective bargaining.

A. Criminal Background Checks:

CHPCS will comply with all district policies, processes and decisions involving criminal background checks as part of the hiring process for employees.

No later than August 31 prior to each school year that CHPCS operates as a public charter school under this agreement, CHPCS shall provide to the District a list containing the names and job positions of all its employees. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

(i) Volunteers: CHPCS will comply with District policies for volunteers, including background checks for any adults working with students.

B. Teacher and Administrator Registration with the Teacher Standards and Practices Commission (TSPC)

Any teaching or administrative staff not licensed by the Oregon Teacher Standards and Practices Commission (TSPC) will register with TSPC in accordance with ORS 338.135(7)(a)-(c) and OAR 584-023-0005.

C. Building Administrator

(i) CHPCS shall have a 1.0 FTE building level administrator, who is TSPC registered, on-site. CHPCS agrees to, at its own cost, retain an Oregon licensed administrator to act as a consultant for the director employed as of the execution of this Agreement.

- (ii) If CHPCS hires a new director during the term of this Agreement, CHPCS must have a 1.0 FTE building level administrator, with a valid Oregon Administrator license on-site.
- (iii) The administrator for CHPCS shall not be assigned to multiple charter schools, but shall be the administrator for CHPCS exclusively.

9. Insurance and Legal Liabilities

A. Insurance

- (i) CHPCS, at its own expense, will secure and retain and provide proof of the following insurance and in the amounts set forth below.
 1. Commercial and General Liability insurance in the amount of \$1,000,000 per occurrence, \$4,000,000 aggregate; Insurance for Sexual Abuse and Molestation with a minimum sublimit of \$1,000,000 per occurrence, via endorsement to the Commercial General Liability policy or separate insurance policy;
 2. Errors and Omissions insurance, Directors and Officers Liability insurance, Employee Dishonesty insurance, in the amounts of \$1,000,000 per occurrence, \$1,000,000 aggregate;
 3. Automobile Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate; and
 4. Workers' Compensation insurance with statutory limits.

The District will notify CHPCS of any policy changes relevant to the charter school and its operations.

- ii. CHPCS shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein. All such insurance policies shall contain a provision requiring notice to the District, at least thirty (30) days in advance, of any material change, non-renewal or termination to the attention of the Superintendent, North Clackamas School District. The Commercial General Liability and Automobile Liability insurance coverage required for performance of the contract shall include North Clackamas School District, its divisions, officers, and employees as Additional Insured but only with respect to CHPCS' activities to be performed under this contract.

B. Legal Liabilities

- (i) CHPCS shall comply with the federal and state laws listed in ORS 338.115 and District policies and rules governing school districts, except those District policies or rules which are contrary to the terms of this contract.
- (ii) CHPCS shall furnish to the District copies of any written policies or procedures it may develop with respect to any matter relating to its operation and educational program upon adoption of such policy by CHPCS's governing board.

C. Waiver

CHPCS may apply to the State Board of Education for a waiver consistent with ORS 338.025. CHPCS shall notify the District in writing fifteen (15) days prior to requesting a waiver from the State Board of Education. The written notification shall state the waiver being sought, the reasons for the waiver and how the waiver will enhance the educational program at CHPCS.

D. Full Faith and Credit

CHPCS agrees that it shall not extend the full faith and credit of the District to any third person or entity. CHPCS acknowledges and agrees that it has no authority to enter into a contract that would bind the District. CHPCS's governing board has the authority to approve contracts to which CHPCS is a party, subject to the requirements and limitations of the Oregon Constitution, state law and provisions of this Contract.

E. Indemnification

- (i) To the extent not covered by insurance, CHPCS agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use by CHPCS of property of CHPCS or its landlord, its faculty, employees, students, patrons, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the acts or omissions of CHPCS. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act or omission of any District Board member, officer or employee. This indemnification shall not apply to any liability, claims or demands resulting from the negligence or wrongful act of any District employee working at CHPCS whose negligence or wrongful act or omission is caused in whole or in part, or directed by the District. This indemnification shall not apply to any damages incurred regarding any act or omission of CHPCS or CHPCS's Board that is later deemed to be required by law or this Contract. CHPCS agrees to indemnify, hold

harmless and defend the District from all contract claims in which CHPCS has obligated the District without the District's prior written approval. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

- (ii) To the extent not covered by insurance, the District agrees to indemnify and hold CHPCS, its Board, agents and employees harmless from all liability, claims or demands on account of injury, loss or damage, including, without limitation, claims arising from civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the administration of this Contract or are in any manner connected with the District's operation. This indemnification shall not apply to any liability, claims or demands resulting from the negligence or wrongful act or omission of any CHPCS Board member, officer or employee. This indemnification shall not apply to any liability, claims or demands resulting from the negligence or wrongful act of any District employee working at CHPCS whose negligent or wrongful act or omission is caused in whole or in part, or *is* directed by CHPCS. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.
- (iii) This indemnification, defense and hold harmless obligation on behalf of CHPCS and the District shall survive the termination of this Contract. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

F. District Disclaimer of Liability

The parties to this Contract expressly acknowledge that CHPCS is not operating as an agent, or under the direction and control, of the District Board except as required by law or this Contract, and that the District Board assumes no liability for any loss or injury resulting from:

- (i) The acts or omissions of CHPCS, its governing Board, trustees, agents or employees;
- (ii) The use and occupancy of the building occupied by CHPCS or any matter in connection with the condition of such building; or
- (iii) Any debt or contractual obligation incurred by CHPCS.

G. ADA/504 Obligations

CHPCS acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and ORS Chapter 659 with respect to its students, staff and patrons. CHPCS shall indemnify and hold harmless the District from all claims under these statutes.

H. Transportation

CHPCS students may obtain transportation through the student's parent/guardian or existing public school bus lines. The District shall not be obligated to alter existing bus routes or add bus routes for purposes of providing transportation to CHPCS students. Subject to availability of space, a District bus may stop at the CHPCS facility to drop off and pick up CHPCS students, if the CHPCS facility is on a designated District bus route. The District is responsible for providing transportation to CHPCS students along existing public school bus lines within the District, if space is available.

10. Renewal of Contract

No earlier than November 1, 2026, and no later than December 15, 2026, CHPCS may request, in writing, that this Contract be renewed beyond the 2026-2027 school year. The contract renewal process is subject to ORS 338.065(4)-(6).

If the District determines that it will not renew the Contract, then CHPCS shall cease to be a charter school sponsored by the District on July 1, 2027, subject to any mediation or appeal.

11. Miscellaneous Provisions

A. Entire Agreement

This Contract contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract.

B. Governing Law

This Contract shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflict of law provisions. The parties intend that where this Contract references federal or state law that they are bound by the laws in effect at the time this Contract is executed.

C. Assignment

CHPCS shall not, under any circumstances assign, delegate or contract with any entity to provide the educational program described in this Contract and the

attached exhibits without the express written consent of the District. It being expressly understood that the charter granted by this Contract to operate the educational program runs solely and exclusively by CHPCS.

D. Terms and Conditions of Application

The parties to this Contract agree that the original application sets forth the overall goals, standards and general operational policies of CHPCS, and that the application is not a complete statement of each detail of CHPCS's operation. To the extent that CHPCS desires to implement specified policies, procedures or other specific terms of operation that supplement or otherwise defer from those in the application, CHPCS shall be permitted to implement such policies, procedures and specific terms of operation, provided that such policies, procedures and terms of operation are consistent with the goals, standards and general operational policies set forth in this Contract and ORS Chapter 338.

E. Conflict Between Application and Contract

The parties agree and acknowledge that should there be a conflict between any provision of this Contract and the application submitted to the District by CHPCS, the Contract provision(s) shall supersede any provision contained in the application.

F. District Liaison

The District shall designate, for purposes of this Contract, the District Superintendent, or designee, as the official District liaison between the District and CHPCS.

G. Amendment

This Contract may be modified or amended only by mutual written agreement between CHPCS and the District.

H. Notice

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the office of the Director of CHPCS or the office of the District superintendent.

I. Definition of Business Day

For purpose of this Contract, "business day" means a day in which the District administrative offices are open. "Business day" does not include Saturdays, Sundays, official state holidays listed in ORS 336.010, federal holidays, any day(s) in which the administrative office is closed due to inclement weather or

any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or their designate, any instrumentality of the City of Milwaukie, any instrumentality of Clackamas County, the State of Oregon or federal government.

J. Address of Parties for Purpose of Written Notice

The following addresses are the addresses to be used when sending a written notice required by law or this Contract:

For the District

For CHPCS

North Clackamas School District
Attn: Superintendent
12400 SE Freeman Way
Milwaukie OR 97222-4799

Cascade Heights Public Charter School
Attn: Board Chair
15301 SE 92nd Ave
Clackamas, OR 97015

Should these addresses change, the parties agree to notify the other party within ten (10) days of the address changing.

K. No Waiver

The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or to be taken to constitute a waiver of any succeeding or other breach.

L. Dispute Resolution

In the event any dispute arises between the District and CHPCS concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the District superintendent for review. The parties may attempt in good faith to resolve any claim or controversy arising out of or relating to the execution, interpretation and performance of this Agreement, or any other dispute among the parties, except as set forth in Section 7, paragraph J and Section 10 of this Agreement, promptly by negotiations or mediation between the parties. A mediator shall be mutually approved by the parties. If negotiation or mediation is unsuccessful, the parties shall have available all remedies at law or equity, as may be available under Oregon law, including the remedy of specific enforcement.

M. Severability

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of this Contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Contract.

N. Delegation

The parties agree and acknowledge that with regard to this charter agreement between the District and CHPCS, the functions and powers of the District Board may be exercised by the District Liaison, provided that any ultimate decision regarding renewal, non-renewal or revocation of this Contract be made by the District Board.

O. Prior Actions

It is expressly agreed and understood that as a condition precedent to this Contract becoming effective on the effective date specified above in Section 2, CHPCS shall have taken, completed and satisfied on or before the date specified herein, any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the District to declare this Contract null and void.

P. Attorney Fees

If any suit, action or arbitration is commenced or instituted to interpret or enforce the terms of this Contract, to exercise any remedy on account of a default, or otherwise relating to the provisions of this Contract, the prevailing party or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees and costs, in addition to all other sums provided by law, at trials or arbitration. Such sums shall be determined by the court or arbitrator.

Q. Incorporation of Application and Other Exhibits

The following exhibits are attached and incorporated by reference: *Cascade Heights Public Charter School Lease Agreement*

R. CHPCS’s Authority to Enter into Contract

CHPCS expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of CHPCS and that the Board of Directors of CHPCS has duly approved this Contract. CHPCS shall provide a copy of its written resolution authorizing CHPCS to enter into this Contract to the District.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

DISTRICT:
North Clackamas School District

CHPCS:
Cascade Heights Public Charter School

By: _____
Board Chair

By: _____
Chairperson

Date: _____

Date: _____

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POLICY REVISIONS

CONSENT C
April 14, 2022

REASON FOR BOARD CONSIDERATION:

Approval of the attached revised policies.

COMMITTEE RECOMMENDATION:

The Policy Review Committee, with membership of both staff and Board, reviewed and recommends the following policy revisions.

BUDGET IMPACT/SOURCE OF FUNDS:

There are no known or anticipated increases to costs with the proposed policy change.

ATTACHMENTS:

Drafts of the following policies to review:

Policy	Title	Reason
IB	Freedom of Expression	OSBA Oct 2021 Update, revised due the House Bill 3041 revision to gender identity.
IGBAG-AR	Special Education - Procedural Safeguards	OSBA Jan 2022 Update, revised due required guardianship information and services provided to students on IEPs.
IGBI	Bilingual Education	OSBA Oct 2021 Update, delete prior version and replace with new version that is inclusive of more students and clarifies language.
IL	Assessment Program	OSBA Oct 2021 Update, revised due to Senate Bill 602 which made a student's choice of opting out of taking a statewide summative assessment permanent and requires them to opt-out annually.
JGA	Corporal Punishment	OSBA April 2021 Update, revised due to changes in the definitions and practices in schools.

PRESENTER / STAFF CONTACT:

Tiffany Shireman, Chief of Staff

Freedom of Expression

Students have a general right to freedom of expression within the school system. The district requires, however, that students exercise their rights fairly, responsibly and in a manner not disruptive to other individuals or to the educational process.

Freedom of Student Inquiry and Expression

1. Generally, students and student organizations are free to examine and discuss questions of interest to them and to express opinions publicly and privately within the school system, provided such examination and expression is fair and responsible and is not disruptive to other individuals or to the educational process. Students may support or oppose causes by orderly means which do not disrupt other individuals or the operation of the school.
2. In the classroom, students are free to examine views offered in any course of study, provided such examination is expressed in a responsible manner.

Freedom of Association

Students are free to organize associations to promote their common interests. Student organizations should be open to all students. Membership criteria may not exclude students on the basis of age, race, religion, color, national origin, disability, marital status, familial status, parental status, linguistic background, culture, socioeconomic status, capability, geographic location, sex, sexual orientation or gender identity. Each student organization must have a staff adviser to counsel and, when necessary, supervise students in the organization. All student organizations must submit to the school a statement of purpose, criteria for membership, rules and procedures and a current list of officers. School administrators may establish reasonable rules and regulations governing the activity of student organizations.

Publications K-8, Displays and Productions

On occasion, materials such as leaflets, newsletters, cartoons and other items including displays and productions are prepared, produced and/or distributed by students as part of the educational process and free expression in an academic community. Materials may be reviewed by the administrator or may be restricted or prohibited pursuant to legitimate educational concerns. Such concerns include:

1. The material is or may be defamatory;
2. The material is inappropriate based on the age, grade level and/or maturity of the audience;
3. The material is poorly written, inadequately researched, biased or prejudiced;
4. Whether there is an opportunity for a named individual or named individuals to make a response;
5. Whether specific individuals may be identified even though the material does not use or give names;

6. The material is or may be otherwise generally disruptive to the school environment. Such disruption may occur, for example, if the material uses, advocates or condones the use of profane language or advocates or condones the commission of unlawful acts;
7. Students, parents and members of the public might reasonably perceive the materials to bear the sanction or approval of the district.

High School Student Journalists

Generally, high school student journalists have the right to exercise freedom of speech and of the press in school-sponsored media. “School-sponsored media” means materials that are prepared, substantially written, published or broadcast by student journalists; that are distributed or generally made available, either free of charge or for a fee, to members of the student body; and that are prepared under the direction of a student media adviser. School-sponsored media does not include media intended for distribution or transmission solely in the classrooms in which they are produced.

School-sponsored media prepared by student journalists are subject to reasonable time, place and manner restrictions, pursuant to state and federal law. School-sponsored media cannot contain material that:

1. Is libelous or slanderous;
2. Is obscene, pervasively indecent or vulgar;
3. Is factually inaccurate or does not meet journalistic standards established for school-sponsored media;
4. Constitutes an unwarranted invasion of privacy;
5. Violates federal or state law or regulation; or
6. So incites students as to create a clear and present danger of:
 - a. The commission of unlawful acts on or off school premises;
 - b. The violation of district policies; or
 - c. The material and substantial disruption of the orderly operation of the school. A school official will base a forecast of material and substantial disruption on specific facts, including past experience in the school and current events influencing student behavior, and not on undifferentiated fear or apprehension.

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)
[ORS 332.072](#)
[ORS 332.107](#)

[ORS 336.477](#)
[ORS 339.880](#)
[ORS 339.885](#)

[ORS 659.850](#)
[OAR 581-021-0050](#)
[OAR 581-021-0055](#)

Equal Access Act, 20 U.S.C. §§ 4071-4074 (2018).
 Westside Cmty. Bd. of Educ. v. Mergens, 496 U.S. 226 (1990).
 Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988).

U.S. CONST. amend. I; U.S. CONST. amend. XIV.
OR. CONST., art. I, § 8.
House Bill 3041 (2021).

Cross Reference(s):

IGDA - Student Organizations
INB - Studying Controversial Issues
JFI - Student Demonstrations and Petitions



Code: IGBAG-AR
Revised/Reviewed: 4/03/08; 8/18/11; 9/20/13;
6/06/19;
Orig. Code: SP IGBAG

Special Education - Procedural Safeguards**

1. Procedural Safeguards
 - a. The district provides procedural safeguards to:
 - (1) Parents, guardians (unless the guardian is a state agency) or persons in parental relationship to the student;
 - (2) Surrogate parents; and
 - (3) Students who have reached the age of 18, the age of majority or are considered emancipated under Oregon law and to whom rights have transferred by statute, identified as adult students (called “eligible students”).
 - b. The district gives parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education (ODE):
 - (1) At least once a year;
 - (2) At the first referral or parental request for evaluation to determine eligibility for special education services;
 - (3) When the parent (or adult student) requests a copy; and
 - (4) To the parent and the student one year before the student’s 18th birthday or upon learning that the student is emancipated.
 - c. The *Procedural Safeguards Notice* is:
 - (1) Provided written in the native language or other communication of the parents (unless it is clearly not feasible to do so) and in language clearly understandable to the public.
 - (2) If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that:
 - (a) The notice is translated orally or by other means to the parent in their native language or other mode of communication;
 - (b) The parent understands the content of the notice; and
 - (c) There is written evidence that the district has met these requirements.
2. Content of Procedural Safeguards Notice

The procedural safeguards notice includes all of the content provided in the *Procedural Safeguards Notice* published by ODE.

3. Parent or Adult Student Meeting Participation

- a. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, individualized education program (IEP) and educational placement of the student, and the provision of a free appropriate public education (FAPE) to the student.
- b. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:
 - (1) States the purpose, time and place of the meeting and who is invited to attend;
 - (2) Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
 - (3) Advises the parents or adult student that the team may proceed with the meeting even if they are not in attendance;
 - (4) Advises the parent or adult students who to contact before the meeting to provide information if they are unable to attend; and
 - (5) Indicates if one of the meeting's purposes is to consider transition services or transition service needs. If so:
 - (a) Indicates that the student will be invited; and
 - (b) Identifies any agencies invited to send a representative.
- c. The district takes steps to ensure that one or both of the parents of a student with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- d. If neither parent can participate, the district will use other methods to ensure participation, including, but not limited to, individual or conference phone calls or home visits.
- e. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.
- f. The district may conduct an IEP or placement meeting without the parent or adult student if the district is unable to convince the parents or adult students that they should participate. Attempts to convince the parent to participate will be considered sufficient if the district:
 - (1) Communicates directly with the parent or adult student and arranges a mutually agreeable time and place and sends written notice to confirm the arrangement; or
 - (2) Proposes a time and place in the written notice stating that a different time and place might be requested and confirms that the notice was received.
- g. If the district proceeds with an IEP meeting without a parent or adult student, the district must have a record of its attempts to arrange a mutually agreed upon time and place such as:

- (1) Detailed records of telephone calls made or attempted and the results of those calls;
 - (2) Copies of correspondence sent to the parents and any responses received; and
 - (3) Detailed records of visits made to the parents' home or place of employment and the results of those visits.
- h. The district takes whatever action is necessary to ensure that the parent or adult student understands the proceedings at a meeting, including arranging for an interpreter for parents or adult students who are deaf or whose native language is other than English.
 - i. After the transfer of rights to an adult student at the age of majority, the district provides written notice of meetings to the adult student and parent, if the parent can be reasonably located. After the transfer of rights to an adult student at the age of majority, a parent receiving notice of an IEP meeting is not entitled to attend the meeting unless invited by the adult student or the district.
 - j. An IEP meeting does not include:
 - (1) Informal or unscheduled conversations involving district personnel;
 - (2) Conversations on issues such as teaching methodology, lesson plans or coordination of service provision if those issues are not addressed in the student's IEP; or
 - (3) Preparatory activities that district or public personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

4. Surrogate Parents

- a. The district protects the rights of a student with a disability, or suspected of having a disability, by appointing a surrogate parent when:
 - (1) The parent cannot be identified or located after reasonable efforts;
 - (2) The student is a ward of the state or an unaccompanied homeless youth and there is reasonable cause to believe that the student has a disability, and there is no foster parent or other person available who can act as the parent of the student; or
 - (3) The parent or adult student requests the appointment of a surrogate parent.
- b. The district secures nominations of persons to serve as surrogates. The district appoints surrogates within 30 days of a determination that the student needs a surrogate, unless a surrogate has already been appointed by juvenile court.
- c. The district will only appoint a surrogate who:
 - (1) Is not an employee of the district or ODE;
 - (2) Is not an employee of any other agency involved in the education or care of the student;
 - (3) Is free of any personal or professional interest that would interfere with representing the student's special education interests; and
 - (4) Has the necessary knowledge and skills that ensure adequate representation of the student in special education decisions. The district will provide training, as necessary, to ensure that surrogate parents have the requisite knowledge.
- d. The district provides all special education rights and procedural safeguards to appointed surrogate parents.

- e. A surrogate will not be considered an employee of the district solely on the basis that the surrogate is compensated from public funds.
- f. The duties of the surrogate parent are to:
 - (1) Protect the special education rights of the student;
 - (2) Be acquainted with the student's disability and the student's special education needs;
 - (3) Represent the student in all matters relating to the identification, evaluation, IEP and educational placement of the student; and
 - (4) Represent the student in all matters relating to the provision of FAPE to the student.
- g. A parent may give written consent for a surrogate to be appointed.
 - (1) When a parent requests that a surrogate be appointed, the parent shall retain all parental rights to receive notice and all of the information provided to the surrogate. When the district appoints a surrogate at parent request, the district will continue to provide to the parent a copy of all notices and other information provided to the surrogate.
 - (2) The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the parent unless and until the parent revokes consent for the surrogate's appointment.
 - (3) If a parent gives written consent for a surrogate to be appointed, the parent may revoke consent at any time by providing a written request to revoke the surrogate's appointment.
- h. An adult student to whom rights have transferred at age of majority may give written consent for a surrogate to be appointed. When an adult student requests that a surrogate be appointed, the student shall retain all rights to receive notice and all of the information provided to the surrogate. The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the adult student unless and until the adult student revokes consent for the surrogate's appointment. If an adult student gives written consent for a surrogate to be appointed, the adult student may revoke consent at any time by providing a written request to revoke the surrogate's appointment.
- i. The district may change or terminate the appointment of a surrogate when:
 - (1) The person appointed as surrogate is no longer willing to serve;
 - (2) Rights transfer to the adult student or the student graduates with a regular diploma;
 - (3) The student is no longer eligible for special education services;
 - (4) The legal guardianship of the student is transferred to a person who is able to carry out the role of the parent;
 - (5) A foster parent or other person is identified who can carry out the role of parent;
 - (6) The parent, who previously could not be identified or located, is now identified or located;
 - (7) The appointed surrogate is no longer eligible;
 - (8) The student moves to another district; or
 - (9) The student is no longer a ward of the state or unaccompanied homeless youth.
- j. The district will not appoint a surrogate solely because the parent or student to whom rights have transferred is uncooperative or unresponsive to the special education needs of the student.

5. Transfer of Rights at Age of Majority

- a. When a student with a disability reaches the age of majority, marries or is emancipated, rights previously accorded to the student's parents under the special education laws, transfer to the student. A student for whom rights have transferred is considered an "adult student" under OAR 581-015-2000(1).
- b. The district provides notice to the student and the parent that rights (accorded by statute) will transfer at the age of majority. This notice is provided at an IEP meeting and documented on the IEP:
 - (1) At least one year before the student's 18th birthday;
 - (2) More than one year before the student's 18th birthday, if the student's IEP team determines that earlier notice will aid transition; or
 - (3) Upon actual knowledge that within a year the student will likely marry or become emancipated before age 18.
- c. The district provides written notice to the student and to the parent at the time of the transfer.
- d. These requirements apply to all students, including students who are incarcerated in a state or local adult or juvenile correctional facility or jail.
- e. After transfer of rights to the student, the district provides any written prior notices and written notices of meetings required by the special education laws to the adult student and to the parent if the parent can be reasonably located.
- f. After rights have transferred to the student, receipt of notice of an IEP meeting does not entitle the parent to attend the meeting unless invited by the student or the district.
- g. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary goals and transition services.

2. Prior Written Notice

- a. The district provides prior written notice to the parent of a student, or student, within a reasonable period of time, before the district:
 - (1) Proposes to initiate or change, the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child; or
 - (2) Refuses to initiate or change the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child.
- b. The content of the prior written notice will include:
 - (1) A description of the action proposed or refused by the district;
 - (2) An explanation of why the district proposed or refused to take the action;
 - (3) A description of each evaluation procedure, test, assessment, record or report used as a basis for the proposal or refusal;

- (4) A statement that the parents of a student with a disability have procedural safeguards and, if this notice is not an initial referral for evaluation, how a copy of the *Procedural Safeguards Notice* may be obtained;
- (5) Sources for parents to contact to obtain assistance in understanding their procedural safeguards;
- (6) A description of other options the IEP team considered and the reasons why those options were rejected; and
- (7) A description of other factors that are relevant to the agency’s proposal or refusal.

3. The prior written notice is:

- (1) Written in language understandable to the general public; and
- (2) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so;
- (3) If the native language or other mode of communication of the parent is not a written language, the district shall take steps to ensure that:
 - (a) The notice is translated orally or by other means to the parent in the parent’s native language or other mode of communication;
 - (b) The parent understands the content of the notice; and
 - (c) There is written evidence that the requirements of this rule have been met.

6. Consent¹ – Initial Evaluation

- a. The district provides notice and obtains informed written consent from the parent or adult student before conducting an initial evaluation to determine whether a student has a disability (as defined by Oregon law) and needs special education. Consent for initial evaluation is not consent for the district to provide special education and related services.
- b. The district makes reasonable efforts to obtain informed consent from a parent for an initial evaluation to determine a child’s eligibility for special education services. If a parent does not provide consent for an initial evaluation or does not respond to a request for consent for an initial evaluation, the district may, but is not required to, pursue the initial evaluation of the child through mediation or due process hearing procedures. The district does not violate its child find obligations if it declines to pursue the evaluation using these procedures.

7. Consent – Initial Provision of Special Education Services

- a. The district provides notice and obtains informed written consent from the parent or adult student before the initial provision of special education and related services to the student.
- b. The district makes reasonable efforts to obtain informed consent, but if a parent or adult student does not respond or refuses consent for initial provision of special education and related services, the district does not convene an IEP meeting, develop an IEP or seek to provide special education and related services through mediation or due process hearing procedures. The district will not be considered to be in violation of the requirement to make

¹“Consent” means that the parent or adult student: a) has been fully informed, in their native language or other mode of communication, of all information relevant to the activity for which consent is sought; and b) understands and agrees in writing to the carrying out of the activity for which their consent is sought. Consent is voluntary on the part of the parent and meeting the requirements of consent provision for OAR 581-015-2090, IDEA and Family Education Rights and Privacy Act (FERPA).

FAPE available to the student under these circumstances. The district stands ready to serve the student if the parent or adult student later consents.

8. Consent – Re-evaluation

- a. The district obtains informed parent consent before conducting any re-evaluation of a child with a disability, except:
 - (1) The district does not need written consent for a re-evaluation if the parent does not respond after reasonable efforts to obtain informed consent. However, the district does not conduct individual intelligence tests or tests of personality without consent.
 - (2) If a parent refuses to consent to the re-evaluation, the district may, but is not required to, pursue the re-evaluation by using mediation or due process hearing procedures.
- b. A parent-or adult student may revoke consent at any time before the completion of the activity for which they have given consent. If a parent or adult student revokes consent, that revocation is not retroactive.

9. Consent – Other Requirements

- a. The district documents its reasonable efforts to obtain parent consent, such as phone calls, letters and meeting notes.
- b. If a parent of a student who is home schooled or enrolled by the parents in a private school does not provide consent for the initial evaluation or the re-evaluation, or if the parent does not respond to a request for consent, the district:
 - (1) Does not use mediation or due process hearing procedures to seek consent; and
 - (2) Does not consider the child as eligible for special education services.
- c. If a parent or adult student refuses consent for one service or activity, the district does not use this refusal to deny the parent or child any other service, benefit or activity, except as specified by these rules and procedures.
- d. If, at any time subsequent to the initial provision of special and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the district:
 - (1) May not continue to provide special education and related services to the child, but must provide prior written notice before ceasing the provision of special education and related services;
 - (2) May not use mediation or due process procedures to obtain an agreement or ruling that the services may be provided to the child;
 - (3) The district will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and
 - (4) The district is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education or related services.

10. Exceptions to Consent

- a. The district does not need written parent or adult student consent before:
 - (1) Reviewing existing data as part of an evaluation or re-evaluation;
 - (2) Administering a test or other evaluation administered to all students without consent unless, before administration of that test or evaluation, consent is required of parents of all students;
 - (3) Conducting evaluations, tests, procedures or instruments that are identified on the student's individualized education program (IEP) as a measure for determining progress; or
 - (4) Conducting a screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation.
- b. The district does not need written parent consent to conduct an initial special education evaluation of a student who is a ward of the state and not living with the parent if:
 - (1) Despite reasonable efforts to do so, the district has not been able to find the parent;
 - (2) The parent's rights have been terminated in accordance with state law; or
 - (3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.
- c. The district does not need written parental consent if an administrative law judge (ALJ) determines that the evaluation or re-evaluation is necessary to ensure that the student is provided with a free appropriate public education.

11. Independent Educational Evaluations (IEE)

- a. A parent of a student with a disability has a right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the district.
- b. If a parent requests an independent educational evaluation at public expense, the district provides information to parents about where an independent educational evaluation may be obtained, and the district criteria applicable for independent educational evaluations.
- c. If a parent requests an independent educational evaluation at public expense, the district, without unnecessary delay, either:
 - (1) Initiates a due process hearing to show that its evaluation is appropriate; or
 - (2) Ensures that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the evaluation obtained by the parent did not meet district criteria.
- d. The district criteria for independent educational evaluations are the same as for district evaluations including, but not limited to, location, examiner qualifications and cost.
 - (1) Criteria established by the district do not preclude the parent's access to an independent educational evaluation.
 - (2) The district provides the parents the opportunity to demonstrate the unique circumstances justifying an IEE that does not meet the district's criteria.

- (3) A parent may be limited to one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.
- e. If a parent requests an independent educational evaluation, the district may ask why the parent disagrees with the public evaluation. The parent may, but is not required to provide an explanation. The district may not:
 - (1) Unreasonably delay either providing the independent educational evaluation at public expense or initiating a due process hearing to defend the public evaluation;
 - (2) Except for the criteria listed above in c., impose conditions or timelines related to obtaining an IEE at public expense.
- f. The district considers an independent educational evaluation submitted by the parent, in any decision made with respect to the provision of a free appropriate public education to the student, if the submitted independent evaluation meets district criteria.

12. Dispute Resolution – Mediation

- a. The district or parent may request mediation from ODE for any special education matter, including before the filing of a complaint or due process hearing request.
- b. The district acknowledges that:
 - (1) Mediation must be voluntary on the part of the parties, must be conducted by a qualified and impartial mediator who is trained in effective mediation techniques and may not be used to deny or delay a parent’s right to a due process hearing or filing a complaint.
 - (2) Each mediation session must be scheduled in a timely manner and must be held in a location that is convenient to the parties to the dispute.
 - (3) An agreement reached by the parties to the dispute in the mediation process must be set forth in a legally binding written mediation agreement that:
 - (a) States the terms of the agreement;
 - (b) States that all discussions that occurred during the mediation process remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding; and
 - (c) Is signed by the parent and a representative of the district who has the authority to bind the district to the mediation agreement.
 - (4) Mediation communication is not confidential if it relates to child or elder abuse and is made to a person who is required to report abuse, or threats of physical harm, or professional conduct affecting licensure.
 - (5) The mediation agreement is enforceable in any state court of competent jurisdiction or in a district court of the United States.

13. Dispute Resolution – Complaint Investigation

- a. Any organization or person may file a signed, written complaint with the State Superintendent of Public Instruction alleging that a district or education service district (ESD) is violating or has violated the Individuals with Disabilities Education Act (IDEA) or associated regulations within one year before the date of the complaint. Upon receiving a parent complaint, ODE

forwards the complaint to the district or ESD along with a request for a district response to the allegations in the complaint.

- b. Upon receiving a request for response from ODE, the district responds to the allegations and furnishes any requested information or documents within 10 business days.
- c. The district sends a copy of the response to the complainant. If ODE decides to conduct an on-site investigation, district personnel participate in interviews and provide additional documents as needed.
- d. The district and the complainant may attempt to resolve a disagreement that led to a complaint through mediation. If they decide against mediation, or if mediation fails to produce an agreement, ODE will pursue the complaint investigation.
- e. If ODE substantiates some or all of the allegations in a complaint, it will order corrective action. The district satisfies its corrective action obligations in a timely manner.
- f. If the district disagrees with the findings and conclusions in a complaint final order, it may seek reconsideration by ODE or judicial review in county circuit court.

14. Due Process Hearing Requests

- a. The district acknowledges that parents may request a due process hearing if they disagree with a district proposal or refusal relating to the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
- b. The district may request a due process hearing regarding the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
- c. When requesting a due process hearing, the district or the attorney representing the district provides notice to the parent and to ODE.
- d. The party, including the district, that did not file the hearing request must, within 10 days of receiving the request for a hearing, send to the other party a response that specifically addresses the issues raised in the hearing request.
- e. If the parent had not yet received prior written notice of the district's proposal or refusal, the district, within 10 days of receiving the hearing request for a due process hearing, sends to the parent a response that includes:
 - (1) An explanation of why the district proposed or refused to take the action raised in the hearing request;
 - (2) A description of other options that the district considered and the reasons why those options were rejected;
 - (3) A description of each evaluation procedure, assessment, record or report the district used as the basis for the proposed or refused action; and
 - (4) A description of the factors relevant to the district's proposal or refusal.

15. Resolution Session

- a. Within 15 days of receiving a due process hearing request, the district will hold a resolution session with the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request.

- b. This meeting will include a representative of the district who has decision-making authority for the district.
 - (1) The district will not include an attorney unless the parent brings an attorney.
 - (2) The district will provide the parent with an opportunity for the parent to discuss the hearing request and related facts so that the district has an opportunity to resolve the dispute.
 - (3) The district and parent may agree in writing to waive the resolution meeting. If so, the 45-day hearing timeline will begin the next business day, unless the district and parent agree to try mediation in lieu of the resolution session.

16. Time Limitations and Exception

- a. A parent must request a due process hearing within two years after the date of the district act or omission that gives rise to the parent's hearing request.
- b. This timeline does not apply to a parent if the district withheld relevant information from the parent or incorrectly informed the parent that it had resolved the problem that led the parent's hearing request.

17. Hearing Costs

- a. The district reimburses ODE for costs related to conducting the hearing, including pre-hearing conferences, scheduling arrangement and other related matters.
- b. The district provides the parent with a written or, at the option of the parent, an electronic verbatim recording of the hearing, within a reasonable time of the close of the hearing.
- c. The district does not use IDEA funds to pay attorney's fees or other hearing costs.

18. Discipline and Placement in Interim Alternative Setting

See Board policy JGDA - Discipline of Students with Disabilities.

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005 (4) and 125.300 - 125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.



Code: **IGBI**
Adopted: 8/19/99
Readopted: 5/17/12
Orig. Code(s): IGBF

Bilingual Education**

Students whose primary language is other than English will be provided appropriate assistance until they are able to use English in a manner that allows meaningful, effective, and relevant participation in regular classroom instruction and other educational activities.

Parents who are not able to use English in a manner that allows effective, relevant participation in educational planning for their student will receive appropriate assistance when conferring with the school or district.

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005 (4) and 125.300 - 125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

END OF POLICY

Legal Reference(s):

[ORS 336.079](#)

[OAR 581-021-0046](#)

[OAR 581-022-2310](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6801-7014 (2018).



Code: **IL**
Adopted: 9/20/12
Revised/Readopted: 8/25/16

Assessment Program**

The district's assessment program shall be designed for the purpose of determining district and school program improvement and individual student needs including the requirements of all relevant Oregon Administrative Rules. Each year the district shall determine each student's progress toward achieving federal, state and local achievement requirements.

Assessments shall be used to measure the academic content standards and to identify students who fail to meet, who meet or who exceed the performance standards adopted by the State Board of Education.

Accordingly, the district shall maintain the following assessment program:

1. Criterion-reference assessments, including performance-based assessments, content-based assessments and other valid methods as may be required by state and federal requirements;
2. Individual diagnostic and ability evaluations in all grades when students have been referred and parental permission obtained.
3. Assessments by individual teachers;
4. Other schoolwide and grade level-wide assessments.

It is the intent of the Board that progress be measured in a manner that clearly enables the student and parents to know whether the student is making progress toward meeting or exceeding academic content standards and Essential Skills. District, school and individual results shall be reported to the Board, parents and the community, as prescribed by law.

The district shall make additional services or alternative education or public school options available to any student who has not met or has exceeded all of the state-required academic content standards.

The district shall not discriminate in the methods, practices and materials used for assessment, evaluating and counseling students on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, age, disability or marital status. Discrimination complaints shall be processed in accordance with established procedures.

Staff will receive training in the use of designated assessments and interpretation of assessment results.

A parent on behalf of their student or an adult student may annually opt-out of taking a statewide summative assessment by completing and submitting ODE's opt-out form¹ to the school. The district shall

¹ Oregon Department of Education page for: [30-day notice and opt-out form](#)

provide supervised study time for students who are excused from participating in the assessment. A student may be excused from the Oregon Statewide Assessment Program for disability or religious reasons. Parents and adult students will be provided the required notices² and access to forms by the district that include a time frame in which statewide assessments will take place, and an adult student's or parent's right to request an exemption from taking the statewide summative assessments.

The act of student-initiated test impropriety is prohibited. A student that participates in an act of student-initiated test impropriety may be subject to discipline. "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.

The superintendent shall ensure a periodic review and evaluation of the district's assessment program is conducted.

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005 (4) and 125.300 - 125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000

END OF POLICY

Legal Reference(s):

[ORS 40.245](#)
[ORS 326.565](#)
[ORS 326.575](#)
[ORS 329.485](#)
[ORS 336.187](#)
[ORS 659.850](#)
[OAR 581-021-0009](#)
[OAR 581-021-0030](#)

[OAR 581-022-2030](#)
[OAR 581-022-2060](#)
[OAR 581-022-2100](#)
[OAR 581-022-2110](#)
[OAR 581-022-2115](#)
[OAR 581-022-2250](#)
[OAR 581-022-2270](#)
[OAR 581-022-2310](#)

House Bill 3041 (2021)
Senate Bill 602 (2021)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2021).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2021).

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400 - 1419 (2018).

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).

² Districts are required to provide notice twice each year: once at the beginning of the year and second time at least 30 days prior to the administration of the test.



Code: **JGA**
Adopted: 7/05/90
Readopted: 1/17/13
Orig. Code(s): JGA

Corporal Punishment**

The use of corporal punishment in any form is strictly prohibited in the district. No student will be subject to the infliction of corporal punishment.

“Corporal punishment” is defined as the willful infliction of, or willfully causing the infliction of, physical pain.

No teacher, administrator, other district personnel or school volunteer will subject a student to corporal punishment or condone the use of corporal punishment by any person under their supervision or control. Permission to administer corporal punishment will not be sought or accepted from any parent or school official.

A staff member is authorized to employ reasonable physical force upon a student when and to the extent the application of physical force is consistent with ORS 339.285-339.303.

Physical force shall not be used to discipline or punish a student. A staff member found in violation of this policy may be subject to discipline up to and including dismissal. A volunteer found in violation of this policy by administration may be subject to sanctions and/or prohibited from volunteer service in the district.

The superintendent or designee shall inform all staff members and volunteers of this policy.

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005 (4) and 125.300 - 125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 332.107](#)

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

[OAR 581-021-0050 – 0075](#)
[OAR 584-020-0040](#)

Cross Reference(s):

JGAB - Use of Restraint and/or Seclusion

2022-2023 INTERDISTRICT TRANSFERS

CONSENT D
April 14, 2022

SUPERINTENDENT’S RECOMMENDATION:

For the 2022-2023 school year, approve the following interdistrict transfer slots:

- 76 Interdistrict transfer slots into North Clackamas as shown in Attachment B.
- An unlimited number of interdistrict transfer slots out of North Clackamas.

ORIGINATED BY:

This item originated due to annual school choice transfer cycle.

BUDGET IMPACT/SOURCE OF FUNDS:

The district budget is based upon number of students enrolled, Average Daily Membership (ADM). Allowing interdistrict transfers affects the number of students attending schools in the school district, which in turn, affects the revenue received by the school district. In the past eight years, Interdistrict Transfers have generated a net of approximately 200 additional students to the school district.

BACKGROUND:

North Clackamas School District has historically been a school district comprised of neighborhood schools. Over time, magnet programs and charter schools have offered families public educational options outside of their resident neighborhoods.

Oregon law allows additional options for families seeking to attend a public school outside of their neighborhood or school district. Specifically, “Open Enrollment and Interdistrict Transfer” are two methods of school choice that have historically been available. Open enrollment was not a school choice method in Oregon for the 2019-2020, 2020-2021, and 2021-2022 school years and is not an option for the 2022-2023 school year.

In November 2021, school board members received a written report outlining the results of the 2021-2022 interdistrict transfer process (Attachment A).

ANALYSIS:

The interdistrict transfer slots proposed for 2022-2023 in Attachment B were derived using similar criteria to previous years:

- to approve opening slots at schools where the five-year projected enrollment is less than 95% of the physical capacity of the school, and
- continue our practice of using our school choice application and lottery system for magnet programs, (dual immersion programs, Sojourner Elementary, and New Urban High School). North Clackamas School District Dual Immersion Programs receive sufficient interest from resident families. The elementary Dual Immersion Program is at capacity annually based on applications from resident families.

For a number of years schools have struggled to accommodate students who have received interdistrict transfer slots when over the course of the summer the school’s enrollment has

unexpectedly grown. NCSD now closes slots at schools when the school's enrollment has unexpectedly exceeded its projected enrollment and its staffing allocation ratios.

- Beginning on August 15, 2022 interdistrict transfer slots open at any school or grade level where the school's total enrollment or grade level enrollment exceeds the projected enrollment or staffing ratio provided for the school year will be closed for the duration of the school year.
- Hardship interdistrict transfer requests (as allowed in OAR 581-021-0019) will be reviewed by the Superintendent approximately three weeks before the beginning of the school year and periodically throughout the school year.

ATTACHMENT:

Attachment A: 2022-2023 Proposed Interdistrict Transfer Slots

PRESENTER / STAFF CONTACT:

Shelly Reggiani
Executive Director

2022-2023 Projected Interdistrict Transfer Slots

- Slots are allotted based on a 5 year projected enrollment that is less than 95% of capacity.
- Therefore, no slots in the Clackamas/ Adrienne C. Nelson feeders will be offered for the 2022-2023 school year.
- Beginning August 15, 2022, interdistrict transfer slots open at any school or grade level where the school's total enrollment or grade level enrollment exceeds the projected enrollment or staffing ratio provided for the school year will be closed for the duration of the school year.
- Hardship interdistrict transfer requests (as allowed in OAR 581-021-0019) will be reviewed by the Superintendent approximately three weeks prior to the beginning of the school year and periodically throughout the school year.

School	Number of Slots
Ardenwald	5 total across grades K- 5
Bilquist	5 total across grades K- 5
Lewelling	5 total across grades K- 5
Linwood	5 total across grades K- 5
Oak Grove	5 total across grades K- 5
View Acres	5 total across grades K- 5
Alder Creek Middle School	8 total across grades 6-8
Rowe Middle School	8 total across grades 6-8
Milwaukie High School	10 total across grades 9-12
New Urban High School	10 total across grades 9-12
Rex Putnam High School	10 total across grades 9-12

TRAVEL PERMISSION REQUEST

Milwaukie High School/ Milwaukie Academy of the Arts Choir

CONSENT E

April 14, 2022

SUPERINTENDENT'S RECOMMENDATION:

Board approval of the request to travel.

BACKGROUND:

The Choir Director at Milwaukie High School/Milwaukie Academy of the Arts is requesting permission for 24 students and 4 chaperones to travel to their Choir Tour, May 13-16, 2022 in San Francisco, California. Students will be participating in college visits, rehearsal opportunities and team building. The trip will be funded by fundraised funds and community donations. Students will miss two days of school.

SOURCE OF FUNDS:

See attached Application for Permission to Travel

ATTACHMENTS:

Application for Permission to Travel and required attachments

STAFF CONTACT:

Petra Callin, Executive Director of Secondary Programs

TRAVEL PERMISSION REQUEST

Sabin-Schellenberg Center Construction Camp Westwind

CONSENT F

April 14, 2022

SUPERINTENDENT'S RECOMMENDATION:

Board approval of the request to travel.

BACKGROUND:

The Building Construction Teacher at Sabin-Schellenberg Center is requesting permission for 14 students and 3 chaperones to travel to the Camp Westwind , April 14-17, 2022 in Otis, Oregon. Students in the Construction program at SSC will be practicing their skills by helping the camp with a cabin remodel. Additional students from the Culinary Arts and Forestry Programs will attend to help build real world skills. The trip will be at no cost to the students and is funded by Camp Westwind. No school will be missed on this trip. The trip was originally scheduled for February 2022 but was rescheduled due to illness.

SOURCE OF FUNDS:

See attached Application for Permission to Travel

ATTACHMENTS:

Application for Permission to Travel and required attachments

STAFF CONTACT:

Petra Callin, Executive Director of Secondary Programs

Section II – Budget Information – Cost per Student

Expenses (per student)

- 1. Transportation \$ _____
- 2. Lodging (no home stays) \$ _____
- 3. Meals \$ _____
- 4. Fees/Event Expense \$ _____
- 5. Other \$ _____

Description of other expenses: Meals & Lodging are provided in exchange for labor

6. Total cost per student (total lines 1 through 5): \$ 0

7. # of chaperones _____

8. # of students _____

9. Total # of students + chaperones 0

10. Total cost of participation (Line 6 x Line 9): \$ 0

11. Substitute Teachers: (rates are effective 2020-2021)

a. _____ # Full-Day Substitute(s) x _____ # of Days @ \$ 250.03 = \$ _____

b. _____ # Half-Day Substitute(s) x _____ # of Days @ \$ 125.02 = \$ _____

c. **Total Sub Cost** \$ 0

TOTAL COST OF FIELD TRIP (Line 10 plus line 11c.): \$ 0

Total Funding Resources – including fund raising, student out-of-pocket, contributions, school budget (totals should match): \$ 0

Briefly describe fund-raising activities and other resources:

This trip is 0 cost to school and students. The camp is providing all food and lodging in exchange for labor.

No students will be denied participation due to lack of funds. Adequate sources of revenue must be made available to all students.

Section III – Transportation and Lodging Information

- Transportation:
- NCSD bus
 - NCSD mini bus (Type 20)
 - Rental Vehicle (no rental of 15-passenger vans allowed)
 - Nondistrict commercial transportation (bus, train, plane)
 - Private/personal vehicles (Must have parent/guardian release form)

For use of NCSD minibus or Rental Cars, please identify the NCSD current certified mini-bus drivers:

Name of Driver(s): Angela Wright

NCSD mini buses cannot be used for trips which total more than 600 miles round trip.

Number of miles round trip: 186.2

Name the type(s) of nondistrict transportation to be used (including to and from airport) and company name:

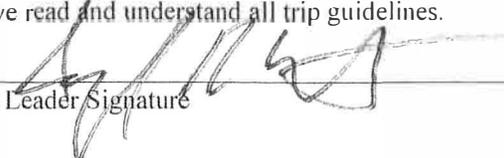
None

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see item #2 under Chaperone Guidelines). Students are not allowed to stay with host families without written permission from Superintendent or designee. This is in accordance with Volunteer Policy IICC-AR(1):

The camp provides cabins which are in clusters so that all participants are next door to their respective chaperone. Cabins sleep 9, to meet district Covid Guidelines 4 students will bunk per cabin. Male & female students and chaperones will have separate cabins

For all travel requests, transportation details and a pre-trip driver requirements forms (If driving a Type 20 NCS D minibus must be included).

I have read and understand all trip guidelines.

Trip Leader Signature 

Date 3/3/22

Section IV – Required Attachments for building level approval only.

The following attachments must accompany this application:

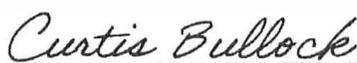
- Detailed Itinerary which includes all planned activities and outline of student expectations specific to the trip.
- Pre-trip Driver Requirements (NCS D minibus-Type 20) upon departure.
- Copy of Permission Release Forms and Emergency Information
- List of chaperones and verification of current background check on file.

Section V – Required Attachments to be sent to district level. (All other forms stay at the building.)

- Detailed itinerary which includes all planned activities and outline of student expectations specific to the trip.
- List of chaperones and verification of current background check on file.

Section VI – Approval

Principal Level: Approved Denied


Principal 3/8/2022
Date

District Level: Approved Denied


Executive Director of Elementary/Secondary 3/18/22
Date

Date of Board Approval: _____

Camp Westwind Community Service Project 2021 - 2022

SSC Joint Construction Program/Culinary Arts/
Forestry Programs

Thursday, April 14, 2022

3:45 PM Drop off Student at Sabin
 4:00 PM Leave Sabin
 6:00 PM Arrive at Camp Westwind
 Unload in Wilson Lodge
 6:30 PM Dinner Wilson Lodge
 7:30 PM Introductions
 Camp/Support Staff
 8:30 PM Settle in Cabins
 9:00 PM Group Games/Campfire
 Wilson Lodge
 10:00 PM Head to Cabins
 11:00 PM Lights out

Friday, April 15, 2022

8:30 AM Breakfast
 9:00 AM Project Overview
 9:30 AM Roll out/Gear up
 Cabin Work Session
 12:30 PM Lunch Break
 1:30 PM Cabin Work Session
 5:30 PM Roll up/Gear down
 Clean up
 6:00 PM Dinner Break
 7:00 PM Estuary Walk
 (Star stomping)
 10:00 PM Head to Cabins
 11:00 PM Lights out

Saturday, April 16, 2022

8:30 AM Breakfast
 9:00 AM Announcements
 9:30 AM Group Challenge Course
 12:30 PM Lunch Break
 1:30 PM Cabin Work Session
 5:30 PM Clean up
 6:00 PM Dinner Break
 7:00 PM Group Games/Campfire
 10:00 PM Head to Cabins
 11:00 PM Lights out

Sunday, April 17, 2022

8:30 AM Breakfast
 9:00 AM Cabin Work Session
 Debrief & final touches
 10:00 AM Clean up/Gear down
 11:30 PM Pack out Lunch Break
 12:00 PM Hike to High Meadow
 2:00 PM Leave Camp Westwind
 4:00 PM Arrive at Sabin
 Parents pick up students

Map shows layout of camp, including all amenities the camp provides as well as where each cabin grouping is located

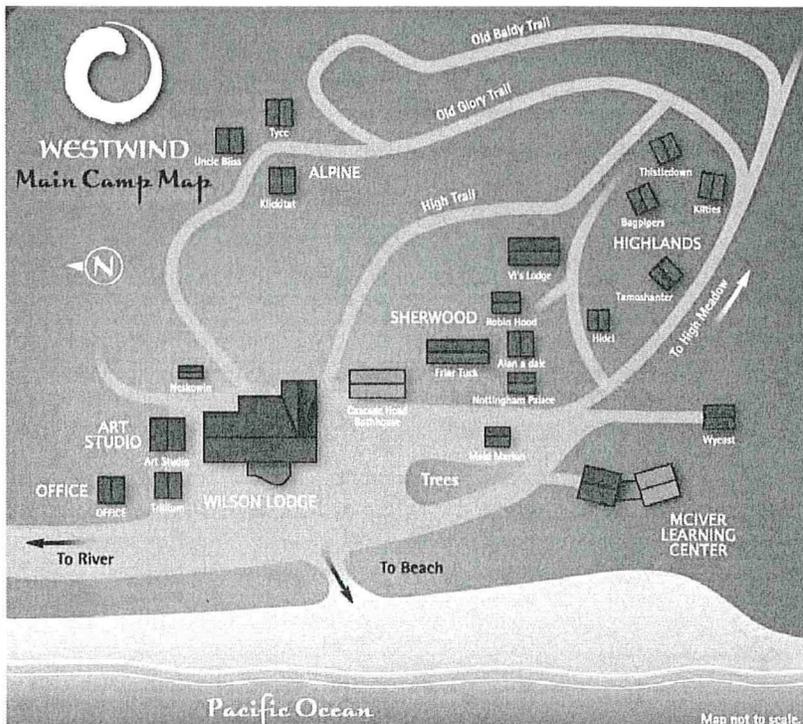
Third Round: Highland Cabin Remodel

This is the third of what will hopefully be 5 overnight field trips throughout this 2021-22 school year. The projected schedule, scope and sequence for all the trips are as follows:

Completed	November 18th - 21st	Gut cabin interiors, install new electric and insulation
Completed	December 17th - 20th	Install new windows and insulate under cabins
Completed	January 14th - 17th	Construction students will work on cabins, Culinary students will cook meals
Cancelled	February 18th - 21st	Install new bunks and interior shelves
Approved	March 18th - 21st	Deconstruct existing porch, install new
TBD	April 15th-18th	Cabins will be completed

First and foremost, we are giving service to Camp Westwind, which is in need to remodel most of their cabins. We are part of a five cabin remodel at the camp. This is a lot of work. We need students who are willing to work hard, excited about learning new skills, improving upon the skills they already have, and giving service to an amazing place that provides transformative experiences to people of all ages.

Each day all construction students will be involved with some portion of this remodel. Cabin interiors are being gutted and getting new electric, and insulation. Our task will be to install insulation in cabin floors and interior walls, install new redwood paneling on the interior of all the walls, as well as some trim and finish work. This is a lot of work and will be completed over multiple weekends.



Forestry students will participate with industry professionals in a trail blazing service project. This project will include practice of safe and effective tool use, invasive species removal, brush removal and potential fire reduction efforts. Students will work closely with professionals to clear, build and care for current and new trails for Westwind campground. Students will also work in professional and leadership skills in communication, planning, teamwork and project completion.

The purpose of this field trip is to assist the Building Construction class by having eight Advanced Culinary Arts students prepare and serve breakfast, lunch and dinner for all of the participating students and chaperones. Students will be required to wear masks at all times, wear food preparation gloves and maintain social distance according to district guidelines of no less than 3 feet or 6 feet respectively. The kitchen at Camp Westwind is approximately 1000 square feet and consists of four different food preparation areas and three handwashing stations. All participating students will have valid Oregon Food Handlers Cards and will be retrained on all of the Covid Protocols mentioned above before food preparation begins. In conclusion, I believe SSC culinary students participation in this field trip will provide safer, fresher and more nutritious food for all the students and staff and will be a career related work experience for all those who participate.

Regarding district Covid guidelines, Camp Westwind has confirmed that they require all staff onsite to be vaccinated. SSC Students will have minimal contact (if any) with camp staff (cooks and supervisor). SSC students will be the only non-staff at camp during the overnight dates. The camp has 10 cabins available for SSC students and Staff to bunk in. Each cabin is 16'X24' and sleeps nine, but we will confine our students to 4 per cabin.

We have 30 spots available. Each student is given equal opportunity to apply for one Of these spots.

Overnight field trip to Camp Westwind (<https://westwind.org>)

Dates: April 15-18, 2021

*We will leave SSC after school on Friday, April 15 and return to SSC on Monday, April 18th. **Students will not miss any school days.

Fees: \$0

Accommodations: Transportation, food, and lodging included

Spots available: 30

Main Activity: Construction Service projects: Remodel 3 Highland Cabins

1. Deconstruct existing bunks and clear out interiors
2. Install floor insulation and waterproof underside of cabins
3. Install new electric boxes and run wire for outlets and new lights.

Forestry Service project: TrailBlazing - Students will work closely with professionals to clear, build and care for current and new trails for Westwind campground.

1. practice of safe and effective tool use
2. invasive species removal
3. brush removal and potential fire reduction efforts.
4. Students will also work in professional and leadership skills in communication, planning, teamwork and project completion.

Culinary Service project: (All culinary students possess Oregon food handlers cards.) Students will plan, prepare, and clean up meals for working crews.

Other Activities: Game night and hang out time by the fire

1. Every evening the lodge will be set up for small group and large group games like trivia, jeopardy, etc.

Hiking

1. Hike up to High Meadow look out to get a view of the Pacific Ocean, and the surrounding forest and coves of Camp Westwind.

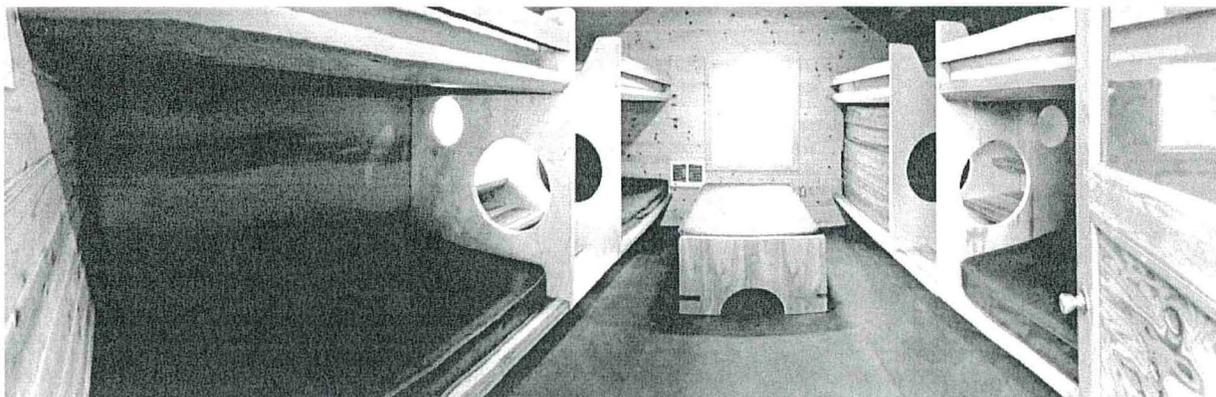
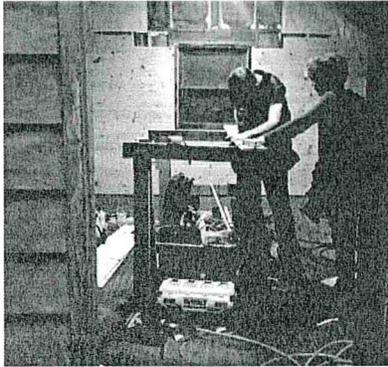
Tidepooling & Star stomping

1. Wake up early to walk down to the beach to see the creatures below the surface during low tide.
2. If the season and time align, we will be able to take a walk down to the estuary to see the magic of the bioluminescent algae.



Alpine Cabin Remodel, 2020

Students in Geometry in Construction and Building Construction 2 helped kick off this project back in January 2020. In the images below you will see the forested context the cabins are situated, students in action cutting and installing the interior wood paneling for each cabin, the students standing proudly in front of their weekend accomplishment and finally the completed interior of the new cabin bunks which students help make back at the woodshop at Sabin.



TRAVEL PERMISSION REQUEST
Sabin-Schellenberg Center DECA

CONSENT G
April 14, 2022

SUPERINTENDENT'S RECOMMENDATION:

Board approval of the request to travel.

BACKGROUND:

The Business & Marketing Teacher at Sabin-Schellenberg Center is requesting permission for 4 students and 1 chaperone to travel to the DECA International Competition, April 22-27, 2022 in Atlanta, Georgia. Students participating in DECA at SSC have qualified for the international competition and will compete in finance and marketing events. The trip will be funded by DECA fundraisers and student store funds. Due to the strict dates of the competition students will miss 4 days of school, but will have ample downtime to study and do school work.

SOURCE OF FUNDS:

See attached Application for Permission to Travel

ATTACHMENTS:

Application for Permission to Travel and required attachments

STAFF CONTACT:

Petra Callin, Executive Director of Secondary Programs

Section II – Budget Information – Cost per Student

Expenses (per student)

- 1. Transportation \$ 700
- 2. Lodging (no home stays) \$ 985
- 3. Meals \$ 300
- 4. Fees/Event Expense \$ 270
- 5. Other \$ _____

Description of other expenses: _____

6. **Total cost per student (total lines 1 through 5):** \$ 2255

7. # of chaperones 1

8. # of students 4

9. **Total # of students + chaperones** 5

10. **Total cost of participation (Line 6 x Line 9):** \$ 11275

11. Substitute Teachers: (rates are effective 2021-2022)

a. 1 # Full-Day Substitute(s) x 4 # of Days @ \$ 291.04 = \$ 1164.16

b. _____ # Half-Day Substitute(s) x _____ # of Days @ \$145.52 = \$ _____

c. **Total Sub Cost** \$ 1164.16

TOTAL COST OF FIELD TRIP (Line 10 plus line 11c.): \$ 12439.16

Total Funding Resources – including fund raising, student out-of-pocket, contributions, school budget (totals should match): \$ 12439.16

Briefly describe fund-raising activities and other resources:

\$5,000 covered by current DECA Club/Fundraiser accounts. Balance paid by student fees/student store funds.

No students will be denied participation due to lack of funds. Adequate sources of revenue must be made available to all students.

Section III – Transportation and Lodging Information

- Transportation:
- NCSD bus
 - Nondistrict commercial transportation (bus, train, plane)
 - NCSD mini bus (Type 20)
 - Private/personal vehicles (Must have parent/guardian release form)
 - Rental Vehicle (no rental of 15-passenger vans allowed)

For use of NCSD minibus or Rental Cars, please identify the NCSD current certified mini-bus drivers:

Name of Driver(s): _____

NCSD mini buses cannot be used for trips which total more than 600 miles round trip.

Number of miles round trip: _____

Name the type(s) of nondistrict transportation to be used (including to and from airport) and company name:

Parent pick-up/drop off at PDX; airport transfer to and from hotel in Atlanta, public transportation in ATL

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see item #2 under Chaperone Guidelines). Students are not allowed to stay with host families without written permission from Superintendent or designee. This is in accordance with Volunteer Policy IICC-AR(1): Males will be 2 per a room (per current policy, or 4 per room if policy is adjusted after mask mandate is removed - lodging costs decrease by \$1785 total if quad room is allowed), and the chaperone will have their own room. Hotel assigned is: Atlanta Marriot Marquis, 265 Peachtree Center Ave NE, Atlanta, GA 303303

For all travel requests, transportation details and a pre-trip driver requirements forms (If driving a Type 20 NCSd minibus must be included).

I have read and understand all trip guidelines.

[Signature] Trip Leader Signature 3/8/22 Date

Section IV – Required Attachments for building level approval only.

The following attachments must accompany this application:

- Detailed Itinerary which includes all planned activities and outline of student expectations specific to the trip.
 Pre-trip Driver Requirements (NCSd minibus-Type 20) upon departure.
 Copy of Permission Release Forms and Emergency Information
 List of chaperones and verification of current background check on file.

Section V – Required Attachments to be sent to district level. (All other forms stay at the building.)

- Detailed itinerary which includes all planned activities and outline of student expectations specific to the trip.
 List of chaperones and verification of current background check on file.

Section VI – Approval

Principal Level: Approved Denied

[Signature] Principal 3/8/22 Date

District Level: Approved Denied

[Signature] Executive Director of Elementary/Secondary 3/18/22 Date

Date of Board Approval: _____

PROGRAM NAME:

Itinerary	
Trip Description DECA Internationals	
Departure Date April 22	Departure Time 5:30 am
Return Date April 27	Return Time 9:40 pm
Agenda Activities:	
Day: Friday	Date: 4/22/22
Time 4:00 am	Activity Meet at airport
Time 5:30 am	Activity Depart Portland
Time 3:40 pm	Activity Arrive in Atlanta; public transit to hotel
Time 4:00 pm	Activity Rest and prepare for evening
Time 5:30 pm	Activity Registration and dinner
Time 7:30 pm	Activity Return to hotel, prepare for competitive events and testing
Time 11:00 pm	Activity Curfew - sleep
Time Saturday	Activity 4/23/22
Time 7:30 am	Activity Breakfast
Time 8:00 am	Activity DECA Six Flags Day
Time: 5:00 pm	Activity Return to hotel; dinner, prep for grand opening session
Time 8:30 pm	Activity Grand opening session

Agenda Activities:	
Day: Saturday	Date: 4/23/22
Time 11:00 pm	Activity Curfew - sleep
Time Sunday	Activity 4/24/22
Time 7:00 am	Activity Breakfast
Time 8:00 am	Activity Competitions begin
Time 4:00 pm	Activity Competitions end
Time 4:30 pm	Activity DECA World of Coca Cola and Aquarium
Time 10:30 pm	Activity Return to hotel
Time 11:00 pm	Activity Curfew - sleep
Time Monday	Activity 4/25
Time 7:00 am	Activity Breakfast
Time 8:00 am	Activity Competition begins
Time 4:00 pm	Activity Competition ends; return to room for rest/homework
Time 6:00 pm	Activity DECA Concert
Time 11:00 pm	Activity Return to hotel, curfew, sleep
Time Tuesday	Activity 4/26
Time 8:00 am	Activity Awards session

Agenda Activites:	
Day: Tuesday	Date: 4/26
Time 8:00 am	Activity Finals competition
Time 8:00 am	Activity Explore Atlanta together (if we don't qualify for finals)
Time 4:00 pm	Activity Returntohotel;rest, homework time
Time 8:30 pm	Activity Grand awards session
Time 12:00 am	Activity Curfew - sleep
Time Wednesday	Activity 4/27
Time 8:00 am	Activity wake up and prepare for checkout
Time 10:00 am	Activity Check out and depart for airport
Time 12:30 pm	Activity Depart ATL
Time 9:40 pm	Activity Arrive in PDX
Time	Activity

Notes/Additional Items

INTERNATIONAL CAREER DEVELOPMENT CONFERENCE

FRIDAY, APRIL 22

12:00 PM – 6:00 PM	CHARTERED ASSOCIATION ADVISOR REGISTRATION <i>Chapter advisors register with their chartered association advisor at their assigned hotel</i>	B401-B402
12:00 PM – 9:00 PM	HEADQUARTERS + ATTRACTION TICKET BOOTH	B401-B402
12:00 PM – 9:00 PM	SHOP DECA + BLAZER SHOP	B401-B402
6:30 PM	CHARTERED ASSOCIATION ADVISOR DINNER <i>by invitation only</i>	B404

SATURDAY, APRIL 23

7:00 AM – 8:30 PM	HEADQUARTERS + ATTRACTION TICKET BOOTH	B401-B402
7:00 AM – 8:30 PM	SHOP DECA + BLAZER SHOP	B401-B402
9:00 AM – 5:00 PM	DECA DAY AT SIX FLAGS OVER GEORGIA <i>Advance ticket purchase required</i>	Six Flags Over Georgia
9:30 AM	EVENT DIRECTORS' + ASSISTANT EVENT DIRECTORS' BRIEFING	B211
11:00 AM	OFFICER CANDIDATE ORIENTATION + INTERVIEWS	B319
1:00 PM – 5:00 PM	EXHIBIT BOOTH SET-UP	Hall B3
5:00 PM	PARADE OF CHARTERED ASSOCIATIONS REHEARSAL	Mercedes-Benz Stadium
7:00 PM	NATIONAL ADVISORY BOARD + EXECUTIVE MENTOR RECEPTION <i>by invitation only</i>	Mercedes-Benz Stadium
8:30 PM	GRAND OPENING SESSION	Mercedes-Benz Stadium
12:30 AM	CURFEW <i>Chapters and chartered associations may set earlier curfew times</i>	Assigned Hotel

SUNDAY, APRIL 24

7:00 AM – 5:00 PM	HEADQUARTERS + ATTRACTION TICKET BOOTH	B401-B402
7:00 AM – 5:00 PM	SHOP DECA + BLAZER SHOP	B401-B402
7:30 AM	JUDGES' ORIENTATION	Hall B2
8:00 AM – 11:30 AM	SCHOOL-BASED ENTERPRISE ACADEMY FOOD OPERATIONS <i>Sponsored by Intuit and Otis Spunkmeyer</i>	B302-B304
8:00 AM – 3:30 PM	EMERGING LEADER SERIES <i>See page 37</i>	GWCC + Omni Hotel
8:00 AM – 4:00 PM	CAREER EXHIBITS + SHOP DECA <i>Advisors only from 8:00 AM - 9:00 AM</i>	Hall B3
8:00 AM – 5:00 PM	COMPETITIVE EVENT TESTING <i>See pages 13-35</i>	GWCC
8:00 AM – 5:00 PM	COMPETITIVE EVENT PRELIMINARY COMPETITION <i>See pages 21-27</i>	Hall B2
9:00 AM – 3:00 PM	ADVENTURES IN LEADERSHIP <i>See page 36 Open to all members</i>	B206
9:00 AM	VIRTUAL BUSINESS CHALLENGE PARTICIPANTS' BRIEFING	B312-B314
9:00 AM – 4:00 PM	ADVISOR PROFESSIONAL LEARNING SERIES <i>See page 39</i>	B308-B309
9:30 AM – 1:00 PM	EXECUTIVE MENTOR PROGRAM	B404
12:00 PM	MDA LUNCHEON <i>Sponsored by Muscular Dystrophy Association by invitation only</i>	B404
12:30 PM – 4:00 PM	SCHOOL-BASED ENTERPRISE ACADEMY RETAIL OPERATIONS <i>Sponsored by Intuit and Otis Spunkmeyer</i>	B302-B304
4:00 PM	VOTING DELEGATES' BRIEFING + CANDIDATE CAMPAIGN SESSIONS	B206
6:00 PM – 11:00 PM	DECA NIGHT AT THE GEORGIA AQUARIUM + THE WORLD OF COCA-COLA <i>Advance ticket purchase required</i>	Georgia Aquarium + World of Coca-Cola
12:30 AM	CURFEW <i>Chapters and chartered associations may set earlier curfew times</i>	Assigned Hotel



**CREATE YOUR
PERSONAL SCHEDULE**
deca.org/app

MONDAY, APRIL 25

7:00 AM – 5:00 PM	SHOP DECA	B401-B402
7:00 AM – 7:00 PM	HEADQUARTERS + ATTRACTION TICKET BOOTH	B401-B402
7:30 AM	JUDGES' ORIENTATION	Hall B2 + Hall B4
8:00 AM – 4:00 PM	CAREER EXHIBITS + SHOP DECA	Hall B3
8:00 AM – 4:30 PM	EMERGING LEADER SERIES <i>See page 37</i>	GWCC + Omni Hotel
8:00 AM – 6:00 PM	COMPETITIVE EVENT PRELIMINARY COMPETITION <i>See pages 13-35</i>	Hall B1-B2 + Hall B3
8:30 AM – 10:30 AM	JOHNSON & WALES SCHOLARSHIP AWARD BREAKFAST <i>Sponsored by Johnson & Wales University by invitation only</i>	B404
9:00 AM – 4:00 PM	ADVENTURES IN LEADERSHIP <i>See page 36 Open to all members</i>	B206
9:00 AM – 4:00 PM	ADVISOR PROFESSIONAL LEARNING SERIES <i>See page 39</i>	B308-B309
12:00 PM – 1:30 PM	CHARTERED ASSOCIATION OFFICER/ADVISOR LUNCHEON <i>Sponsored by the U.S. Army by invitation only</i>	B312-B314
2:00 PM – 3:30 PM	LEADERSHIP RECOGNITION RECEPTION <i>by invitation only</i>	B404
2:30 PM – 4:30 PM	MEET THE CANDIDATES SESSION <i>Open to all members</i>	B304-B305
3:00 PM – 4:00 PM	COMPETITIVE EVENTS UPDATE WORKSHOP <i>Advisors only</i>	B308-B309
8:00 PM	DECA EXCLUSIVE CONCERT <i>featuring JEVERSON and Judah & the Lion</i> <i>Advance ticket purchase required</i>	Mercedes-Benz Stadium
12:30 AM	CURFEW <i>Chapters and chartered associations may set earlier curfew times</i>	Assigned Hotel

TUESDAY, APRIL 26

7:30 AM – 10:30 AM	JUDGES' ORIENTATION	Hall B2
7:30 AM – 6:00 PM	HEADQUARTERS	B401-B402
8:00 AM	ACHIEVEMENT AWARDS SESSION	Mercedes-Benz Stadium
8:30 AM – 6:00 PM	SHOP DECA + FINALIST T-SHIRTS + RECOGNITION ITEMS	B401-B402
8:30 AM – 6:00 PM	COMPETITIVE EVENT FINAL COMPETITION <i>See pages 13-35</i>	Hall B2
12:00 PM	BUSINESS + ELECTION SESSION	B206
7:00 PM – 8:00 PM	SCHOLARSHIP + NATIONAL ADVISORY BOARD RECEPTION <i>Sponsored by National Advisory Board Partners by invitation only</i>	Mercedes-Benz Stadium
8:30 PM	GRAND AWARDS SESSION	Mercedes-Benz Stadium
12:30 AM	CURFEW <i>Chapters and chartered associations may set earlier curfew times</i>	Assigned Hotel

WEDNESDAY, APRIL 27

9:00 AM – 1:00 PM	NEW EXECUTIVE OFFICER ORIENTATION	Omni Hotel, Beechnut Room
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Events will be held in the **GEORGIA WORLD CONGRESS CENTER, BUILDING B** unless otherwise noted.

DECA QUEST
WILL YOU ACCEPT THE CHALLENGE?⁷⁹

Download the app, visit exhibitors and complete challenges to gain points towards awesome prizes while at #DECAICDC. Learn more on page 32.

DECA

HEALTH + SAFETY

Your health and safety is important! We are excited to return to an in-person International Career Development Conference and want to promote the health and safety of everyone involved. As part of our plans to host a safe event, please follow our event requirements and recommendations below to prevent the spread of COVID-19.



MASK UP!

DECA Inc. is providing a mask for each conference attendee. DECA Inc.'s policy is to follow the guidelines set forth by the local jurisdiction of the conference location regarding COVID-19. Check the app for the latest update regarding mask requirements. Please note that requirements are subject to change based on the local jurisdiction or requirements set forth by the venues.



BE MINDFUL

Please understand that everyone has a differing comfort level as a result of COVID-19. Maintain appropriate distance from others and avoid shaking hands. Wash your hands often with soap and water for at least 20 seconds. Always cover your mouth and nose when you cough or



IF YOU'RE SICK, STAY BACK

Monitor your health daily. Watch for fever, cough, shortness of breath or other symptoms of COVID-19. If you develop symptoms of COVID-19 less than 10 days before, do not come to the event. If you develop symptoms while attending ICDC, stay in your hotel room and contact your advisor immediately.



FOLLOW TRAVEL GUIDELINES

The U.S. Centers for Disease Control and Prevention (CDC) has guidelines for domestic travel during the COVID-19 pandemic. Scan the QR code to read more.



Domestic Travel Guidelines

PLAY IT SAFE AT ICDC

AT THE HOTEL

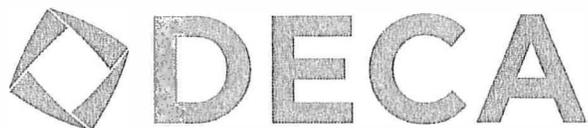
- Be alert when checking in. Protect your cash and valuables by keeping them with you.
- Never say your room number loudly enough for others to overhear or give it out to anyone you do not know.
- Be sure to lock your door when you are in your room as well as when you leave.
- Call the front desk to verify any unexpected deliveries or room service.
- Do not leave your door open while you are in the room.
- Always tell your advisor where you are going.
- Do not leave your room after curfew.

GENERAL TRAVEL TIPS

- Never leave money or valuables unsecured in your room; use your hotel room's safe.
- If you see any suspicious person or activity, notify hotel management.
- Ask the hotel for the most direct route to restaurants and shopping. Don't wander through shortcuts.
- Don't go out alone; travel with at least one other person. There is safety in numbers.

NON-DISCRIMINATION POLICY

DECA Inc. is committed to creating and maintaining a healthy and respectful environment for all of our emerging leaders and entrepreneurs. Our philosophy is to ensure all members, regardless of race, color, religion, sex, national origin, age, disability, sexual orientation or socio-economic status, are treated equally and respectfully. Any behavior in the form of discrimination, harassment or bullying will not be tolerated. It is the responsibility of all members to uphold and contribute to this climate.



COVID-19 ACKNOWLEDGEMENT AND LIABILITY WAIVER

ADULT (18 YEARS OF AGE AND OLDER)

DECA, Inc. has implemented protective measures and protocols aimed at reducing the likelihood of spread of the novel coronavirus ("COVID-19") between participants and others attending its events. These measures and protocols are designed to be consistent with current guidance from the U.S. Centers for Disease Control and Prevention ("CDC"), as well as state and local authorities. However, DECA, Inc. cannot guarantee that event participants will not be exposed to COVID-19 while participating in or attending its events.

By signing this agreement, I acknowledge the risk of COVID-19 transmission while participating in or attending DECA, Inc.'s events and further acknowledge that I am knowingly assuming that risk by voluntarily participating in or attending an event. I further agree to comply with all protective measures and protocols implemented by DECA, Inc., the event's host hotel, the event's suppliers and partners, and/or established by the CDC and state or local authorities.

I specifically affirm and attest to the following, to the best of my knowledge:

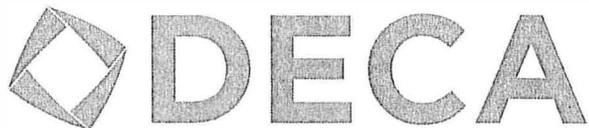
- I am not presently experiencing any symptoms of COVID-19, including, but not limited to, a fever in excess of 100.4 degrees, cough, shortness of breath or difficulty breathing, sore throat, body aches or chills, or new loss of taste or smell;
- I have not been in close contact with someone with a suspected or confirmed case of COVID-19;
- I have not been diagnosed with COVID-19 and not yet been cleared as non-contagious by my medical provider or public health authorities, consistent with CDC guidance;
- If I (i) develop any symptom of COVID-19, (ii) come in close contact with someone with a suspected or confirmed case of COVID-19, or (iii) am diagnosed with COVID-19, I will not attend the event;
- I am following all guidance from the CDC and state and local authorities regarding COVID-19 and limiting exposure to the COVID-19 virus.

Accordingly, I voluntarily agree to assume all risks and accept sole responsibility for any COVID-19 infection that may result due to my participation in or attendance at the event. I hereby release, covenant not to sue, discharge, and hold harmless DECA, Inc., its employees, agents, and representatives, of and from any claims associated with, arising from, or related to COVID-19 infection, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of DECA, Inc., its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my participation in or attendance at the event.

Participant Signature

Participant Printed Name

Date



COVID-19 ACKNOWLEDGEMENT AND LIABILITY WAIVER

MINOR (UNDER 18 YEARS OF AGE)

DECA, Inc. has implemented protective measures and protocols aimed at reducing the likelihood of spread of the novel coronavirus ("COVID-19") between participants and others attending its events. These measures and protocols are designed to be consistent with current guidance from the U.S. Centers for Disease Control and Prevention ("CDC"), as well as state and local authorities. However, DECA, Inc. cannot guarantee that event participants will not be exposed to COVID-19 while participating in or attending its events.

By signing this agreement, I acknowledge, on behalf of myself and my minor child(ren) named below, the risk of COVID-19 transmission while participating in or attending DECA, Inc.'s events and further acknowledge that we are knowingly assuming that risk by voluntarily participating in or attending an event. We further agree to comply with all protective measures and protocols implemented by DECA, Inc., the event's host hotel, the event's suppliers and partners, and/or established by the CDC and state or local authorities.

We specifically affirm and attest to the following, to the best of our knowledge:

- We are not presently experiencing any symptom of COVID-19, including, but not limited to, a fever in excess of 100.4 degrees, cough, shortness of breath or difficulty breathing, sore throat, body aches or chills, or new loss of taste or smell;
- We have not been in close contact with someone with a suspected or confirmed case of COVID-19;
- We have not been diagnosed with COVID-19 and not yet been cleared as non-contagious by our medical provider or public health authorities, consistent with CDC guidance;
- If any of us (i) develops any symptom of COVID-19, (ii) comes in close contact with someone with a suspected or confirmed case of COVID-19, or (iii) is diagnosed with COVID-19, we will not attend the event;
- We are following all guidance from the CDC and state and local authorities regarding COVID-19 and limiting exposure to the COVID-19 virus

Accordingly, I (individually and on behalf of my minor child(ren) listed below) voluntarily agree to assume all risks and accept sole responsibility for any COVID-19 infection that may result due to our participation in or attendance at the event. On my behalf, and on behalf of my minor child(ren) listed below, I hereby release, covenant not to sue, discharge, and hold harmless DECA, Inc., its employees, agents, and representatives, of and from any claims associated with, arising from, or related to COVID-19 infection, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of DECA, Inc., its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after our participation in or attendance at the event.

Parent/Guardian Signature

Parent/Guardian Printed Name

Date

Names of minor family members participating in or attending the event:

1. _____

2. _____

3. _____

4. _____

2022-2023 BOARD MEETING CALENDAR

DISCUSSION
Agenda Item #1
April 14, 2022

ORIGINATED BY:

This is an annual agenda item.

BACKGROUND:

Oregon law, ORS 332.045, requires that the Board establish the dates, time, and locations for regular meetings.

It is recommended that regular Board meetings for 2022-2023 to be held in the district boardroom and accessible online on the second and fourth Thursdays of each month, with the exceptions of July, November, December, and March due to school break schedules.

Board Governance meetings have been proposed for August 11, 2022 and October 22, 2022.

ATTACHMENTS:

Draft of the proposed 2022-2023 Board meeting schedule

PRESENTER:

Libra Forde, Board Chair

North Clackamas School Board

2022-2023 Meeting Calendar

July 2022						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

-  Regular Board Meeting
-  School Closed/ Holidays
-  Governance Meeting
-  Hold for Special Meeting
-  Regular/Governance Meeting
-  OSBA Conferences
-  NSBA Conferences

PUBLIC COMPLAINT

DISCUSSION
Agenda Item #2
April 14, 2022

ORIGINATED BY:

Angela Pederson (Clackamas, OR) submitted a complaint (Attachment A) to the Board pursuant to North Clackamas School District (NCS D) KL-AR (Attachment B).

BACKGROUND:

The complaint states: “The school board has not provided a reasonable or fair way for the community to engage with meetings for nearly two years. The online option for engaging or making a public comment has been tenuous and discouraging at best. There should not be a requirement to submit to make a public comment by the day before the meeting. Most of the community isn't even aware of how to find out when school board meetings are let alone finding and following the confusing public request links, meeting the arbitrary deadline or not knowing if or how they get on the zoom meeting. The newly permitted hybrid meetings restrict access to the public by strictly limiting the number of attendees.”

The relief requested is as follows: “Please invite the NCS D families and staff to each meeting via email as done in other Clackamas County Districts. Allow anyone to make a public comment or attend without prior notice as done in most districts. Please welcome the community into the District Building to be a part of this process.”

As this complaint concerns procedures related to Board meetings, this time is set on the Board agenda to address this complaint by discussing the topics and requested relief described in the complaint. This complaint is subject to resolution within 90 calendar days.

ATTACHMENTS:

- Attachment A: Public Complaint, Angela Pederson, Dated: 3/10/22
- Attachment B: NCS D [KL-AR](#)

PRESENTER CONTACT:

Libra Forde, Board Chair

Superintendent Evaluation Summary

We, the North Clackamas School District School Board, completed our annual review of Superintendent Dr. Shay James at our March 10 meeting. The evaluation centered on several professional standards and the board rated Dr. James favorably across the board.

Overall, Dr. James has built on the strong foundation established by her predecessor, but has also demonstrated her own unique strengths as a leader and performed well over the course of her first eight months on the job. In particular, the board rated Dr. James highly for:

- being grounded in inclusivity,
- having a high level of awareness around equity and social justice,
- building culturally response leaders through rich professional development
- developing strong relationships with the district's labor partners
- cultivating a community of care in the district by sharing stories about staff with the community
- demonstrating professionalism and a commitment to leading the district through the myriad of challenges presented by the pandemic

As a board, we look forward to working with Dr. James to continue the success of the district moving forward.