REEDSPORT
SCHOOL DISTRICT 105
www.reedsport.k12.or.us * 100 Ranch Rd., Reedsport, OR 97467 * 541-271-3656

Jon Zwemke, Superintendent
Kim Clardy, Board Chair
Cindy Phillips, Vice Chair
Brianna Ekelund, Board Member
Jennifer Tymchuk, Board Member
Chris Vaughn, Board Member

Monthly Board Meeting

REVISED AGENDA

Wednesday, October 14, 2026
EXECUTIVE SESSION @ 4:00 PM
WORK SESSION - Agenda Review @ 5:00 PM
REGULAR SESSION @ 5:30 PM
Reedsport District Office Board Room
100 Ranch Rd, Reedsport, OR 97467
Link to virtual meeting is posted on website at www.reedsport.k12.or.us.

I. CALL BOARD MEETING TO ORDER
Kim Clardy, Chair

A. The Reedsport School District Board of Directors will now meet in Executive Session pursuant to ORS 192.660(2)(f), to consider information or records that are exempt by law from public inspection.
Representatives of the news media are permitted to attend this Executive Session but are directed not to report or disclose information discussed during the Executive Session that is subject to confidentiality. All other members of the public are asked to leave the meeting during the Executive Session.
No final action or final decision will be made in Executive Session.

II. MOVE INTO EXECUTIVE SESSION
Kim Clardy, Chair

III. ADJOUN EXECUTIVE SESSION
Kim Clardy, Chair

IV. CALL WORK SESSION TO ORDER
Kim Clardy, Chair

A. Agenda Review

V. ADJOURN WORK SESSION
Kim Clardy, Chair

VI. CALL REGULAR SESSION TO ORDER
Kim Clardy, Chair

VII. PLEDGE OF ALLEGIANCE

VIII. ESTABLISH A QUORUM

IX. CHANGES TO THE AGENDA

X. PRESENTATION

A. House Sorting New Board Members
Kaylie Laskey, RCCS English Teacher

XI. ACCOLADES

Kim Clardy, Chair

A. Reedsport Education Enrichment Foundation (REEF) Grants

1. Recognize with sincere appreciation the Reedsport Education Enrichment Foundation (REEF) for approving a generous $1,100 grant to support the Reedsport Community Charter School's 2027 Spring Theater Production, providing students with opportunities to develop their creativity, collaboration, and performing arts skills through live theater.
2. Recognize with heartfelt gratitude the Reedsport Education Enrichment Foundation (REEF) for approving a generous $1,249 grant to purchase a new camera for the Reedsport Community Charter School Yearbook Program, helping students develop photography and digital media skills while capturing and preserving school memories.
3. Recognize with warm thanks the Reedsport Education Enrichment Foundation (REEF) for approving a generous $130 grant to support Kayla Douglas's third-grade classroom at Highland Elementary School, providing games, art supplies, and hands-on learning materials that encourage creativity, collaboration, and student engagement for years to come.

XII. COMMUNITY COMMENTS

Community Comments Instructions: Comments during the meeting must address agenda items only. For non-agenda topics, please submit written or emailed comments for the Board to review. These topics may be considered for a future agenda.

To speak at the meeting:

1. **Sign in** at the table and indicate the agenda item you wish to address
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- **Comments Regarding Staff Members:** Public comment may include objective criticism of district programs or operations; however, the Board will not hear comments about individual staff members; *whether identified by name, position, role or description*. The Board chair will direct speakers to **District Policy KL-AR (Public Complaint Procedure)** for any personnel-related concerns.
- If you cannot attend in person, written or emailed comments will be accepted until **3:00 PM** on the day of the meeting. Comments received after that time will be held for the next meeting.

Submit written comments to: Reedsport School District, 100 Ranch Rd, Reedsport OR 97467
Submit emailed comments to: stipton@reedsport.k12.or.us

XIII. REPORTS

A. Oregon Department of Education (ODE) - Statewide School Facilities Assessment
Sarah Kirkpatrick, SASI Grant Coordinator, ODE Office of School Facilities

B. English Learner Program Annual Report
Julee Noel, Kindergarten Teacher

C. Association of Reedsport Educators (ARE) Report
Aquilegia Leet, ARE President

D. Student Representative to the Board Quarterly Report
Taylor Sharrai, Student Representative to the Board

E. Measures of Academic Progress (MAP) Assessment Data - Fall Report
HES and RCCS Principals

F. Superintendent Report
Jon Zwemke, Superintendent

1. Financial Report
2. Information Technology Department Quarterly Report
3. Athletic Director Quarterly Report
4. ODE 2025-26 Division 22 Compliance Report
5. ODE 2025-26 Integrated Programs (IP) Annual Report and Progress Reflection
6. Strategic Plan
    a. Students, Staff, and Family District Climate and Culture Survey Options
7. Request for Proposals (RFP) - Project Updates and Board Review
    a. RCCS Shop and Art Building Seismic Rehabilitation
    b. RCCS Shop and Art Building Roof Replacement
    c. Reedsport Community Charter School (RCCS) Security Fencing Project
    d. District Student Transportation Services

XIV. CONSENT AGENDA

Routine actions that typically require no discussion, such as the approval of previous meeting minutes and the acceptance of donations, are frequently addressed collectively in a single vote by the Board.

A. Approve Board Minutes from September 9, 2026

B. Accept Certified/Licensed New Hire
1. Christi Joy, Elementary Physical Education Teacher

C. Accept Donations
1. Accept with sincere appreciation a generous $1,000 donation from Duane C. Leafdahl in support of the Reedsport Community Charter School Clay Target Team, helping provide opportunities for student athletes to participate and develop their skills.
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3. Accept with heartfelt appreciation a generous donation of metal lathe equipment, valued at $800, from the Washington Family Trust in support of the Reedsport Community Charter School Shop Program, providing hands-on learning opportunities and helping students develop practical technical skills.

XV. ACTION

A. DJC and DJCA Policy and AR Update (Third Reading)
1. DJC - Bidding Requirements - DELETE - Replace with NEW DJC

2. DJC-AR - Special Procurements and Exemptions from Competitive Bidding - DELETE - No AR Required for DJC
3. DJCA - Personal Services Contracts - DELETE - Replace with NEW DJC
4. DJC - Bidding Requirements - NEW - Replacing DJC and DJCA

B. EBBB - Injury or Illness Reports - Update
C. GBNAA/JHFF and JHFF/GBNAA Policy Update - Mirror Policies
1. GBNAA/JHFF - Suspected Sexual Conduct with Students and Reporting Requirements - Update
2. JHFF/GBNAA - Suspected Sexual Conduct with Students and Reporting Requirements - Update

D. GCBDA/GDBDA - Family and Medical Leave - Update
E. GCBDC/GDBDC - Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave) - Update
F. GCBDD/GDBDD - Sick Time - Update
G. GCBDF/GDBDF - Paid Family and Medical Leave Insurance - Update
H. JECA - Admission of Resident Students - Update
I. JHCD/JHCDA Policy and AR Update
1. JHCD/JHCDA - Medications - DELETE - Replace with NEW JHCD
2. JHCD - Medications - NEW - Replacing JHCD/JHCDA
3. JHCD/JHCDA-AR - Medications - DELETE - Replace with NEW JHCD-AR
4. JHCD-AR - Medications - NEW - Replacing JHCD/JHCDA-AR

J. RCCS Shop and Art Building Seismic Rehabilitation RFP
K. RCCS Shop and Art Building Roof Replacement RFP
L. RCCS Security Fencing Project RFP
M. District Student Transportation Services RFP

XVI. COMMUNITY COMMENTS

Reference Community Comments guidelines previously stated on the agenda.

XVII. DISCUSSION

XVIII. BOARD MEMBER COMMENTS

XIX. FUTURE AGENDAS

A. Wednesday, November 11, 2026 - NO SCHOOL - Veterans Day
1. Friday, November 13, 2026 - FRIDAY SCHOOL

B. Thursday, November 12 through Saturday, November 14, 2026 - OSBA Annual School Board Convention in Portland
1. Brianna Ekelund, Jennifer Tymchuk, and Jon Zwemke will be attending.

C. Wednesday, **November 18, 2026** – 5:00 PM Work Session / 5:30 PM Regular Board Meeting *(This meeting will take place on the **third Wednesday** due to schedule conflict)*

XX. ADJOURN REGULAR SESSION

Next School Board Meeting: Wednesday, November 18, 2026 @ 5:30 PM

ARE Board Report Oct 14, 2026
Presented by Mrs. Leet, ARE President

Over the summer many staff members attended various trainings to improve their skills, often paying out of their own pocket or donating their time.

- 2 members attended a 'Get Your Teach On' national convention in Florida.
- Another 2 members attended several humanities classes.
- Others continued classes towards licensure
- I attended 2 trainings to improve my work with students as well as staff .
- I'm sure there are more than what I've listed here and many of us take classes all the time.

iRRE Summer institute in August was even more successful than previous years because staff new what classes we were preparing for our students. Highland staff knew their fall schedule before they left for the summer and RCCS staff received the classes we'd be teaching at the end of July. That means we were able to use the tools from iRRE to plan and prepare for real classes which hadn't been the case when we found out our classes the weekend before they start. Highland staff was able to use the iRRE Summer institute to dive into new curriculum and prepare engaging lessons for our students.

At the end of the first day of school for all students we received this wonderful email from Jerry:
Staff,

Thank you for an AMAZING opening day. I talked to so many students thought-out the day and got to hear the fun experience yesterday was for them.

We had students vote for the 2 most engaging classes of the day. There were officially two winners but let me inform you there WERE NO LOSERS...Students First, Engagement Always. Every single person who taught had a MINIMUM of three votes from students. That's absolutely AWESOME SAUCE WITH FREAKIN SPRINKLES.

I just want to recognize your effort and commitment to such a great day.

Thank you again to EVERYONE you made the start of the 2026-2027 school year go BOOM!!!

Jerry

Though we aren't completely opposed to the fence, we do have concerns about it and think that there are higher priorities as far as building security and District expenditures are concerned. The gate by the baseball field that is built out of similar material was broken and re-welded 3 times last year. 6' ladders are pretty common and easy to utilize to get around the fence. We do understand the need to focus entry into the school to the front doors by the office while at the same time realizing that we have multiple community events that utilize the facility including the Blood Drive tomorrow so that if we had the fence, a gate would likely be propped open all day to allow community members access to the small gym without interfering with classes. Other access to the school from the parking lot during school hours includes deliveries, sports events, assemblies

Another alternative to the fence is spending the money on updating the heating systems so that we aren't paying high diesel prices or leaking exhaust into the school which affects student learning.

We agree with the sentiment that Superintendent awards should be awarded during Board meetings

Though it's unfortunate to lose Mr. Hamner, we are excited about the opportunity to grow our own in Mrs. Joy. This change may be causing a complete rearrangement of everyone's schedule at highland but hopefully that's an improvement as it provides more consistency in schedules through the week.

6th grade would like to invite the board to our quarterly social on October 29th from 6-7:30. If they feel like popping in and having some fall fun

Sandi D.

COMMUNITY COMMENT

Unfortunately I will be unable to attend the October School Board Meeting as I will be representing the City of Reedsport at the League of Oregon Cities Conference in Salem.

I would like to briefly share my thoughts on two issues

1. the request for proposals of the district student transportation services.

   I would like to remind the board that at a recent meeting the community made their thoughts clear about this issue. There were several people, including bus drivers to shared their thoughts about the service provided by Lewis Transportation. I know from personal experience, that Lewis Transportation has taken the graduating seniors to Highland School to participate in the Walk Through of the school. This service has been provided at no charge from the time 10 years ago when I asked Scott Lewis if the transportation company could do this. There were many other comments about the service provided by Lewis Transportation s well as comments about other companies that provide buses to other nearby districts.

2. My second concern is the placement of community comments at School Board Meetings.

   The Cit y of Reedsport places Citizen Comments second on the agenda.

North Bend School District places public participation third on the agenda
Coos Bay School District places public put under item 4 on the agenda
Siuslaw School District places public comment third on the agenda
Reedsport School District places Community Comments seventh on the agenda behind

- Call to order
- Pledge of Allegiance
- Establishing a quorum
- Changes to the agenda
- Presentation
  - House Sorting
  - Kayllie Laskey's presentation
- Accolades
  - REEF
- Reports
  - ODE Facilities Assessment
  - English Learner Program Annual Report\
  - Association of Reedsport Educators report
  - Student representative re[port
  - Measures of Academic Progress Assessment Data Report
  - Superintendent Report
    - Financial report
    - Technology Department Report
    - Athletic Director Quarterly Report

ODE Compliance Report

ODE Integrated Programs Annual Report

Strategic Plan

` Requests for Proposals

Shop and Art building rehabilitation

Shop and Art building roof replacement

RCCS Security Fencing Project

District Student Transportation Services

Why do other districts have community comments near the beginning of the meeting and we do not?

Sincerely,

Sandi Donnelly

Community Member

Reedsport Student Representative to the Board – Quarterly Report

- We had our homecoming pep assembly on October 9th. We announced and honored our homecoming court at the assembly due to the football game being canceled.
- Homecoming was October 10th. It was a big hit with around 70 students in attendance.
- We have an upcoming blood drive at the school on October 15th. It will be from 9am to 2pm in the small gym.
- Our volleyball senior night is October 20th. We will also be honoring our football and cross-country seniors.

2026-2027 (Fall) School Year - MAPS Data

Achievement Scores (AC) - nationally normed (13 million+ students) scores per grade level and subject. 50th percentile is the middle - doing better than 50% of students tested.

We compared 25-26 fall to 26-27 fall for comparison to other 13 million students tested.

Highland Elementary School

School Profile

Achievement Overview

Highland Elementary School | Math K-12

Grade	Achievement Fall 2025-2026 Median and Distribution	Number of Students
All Grades	39th — 22% | 32% | 22% | 16% | 8%	236

Percentiles Key: 1st - 20th | 21st - 40th | 41st - 60th | 61st - 80th | >80th

Rostered Fall 2025-2026
Tested Fall 2025-2026

More information about this chart

Math

25-26

Highland Elementary School

School Profile

Achievement Overview

Highland Elementary School | Math K-12

Grade	Achievement Fall 2026-2027 Median and Distribution	Number of Students
All Grades	46th — 20% | 24% | 25% | 21% | 10%	259

Percentiles Key: 1st - 20th | 21st - 40th | 41st - 60th | 61st - 80th | >80th

Rostered Fall 2026-2027
Tested Fall 2026-2027

More information about this chart

Math

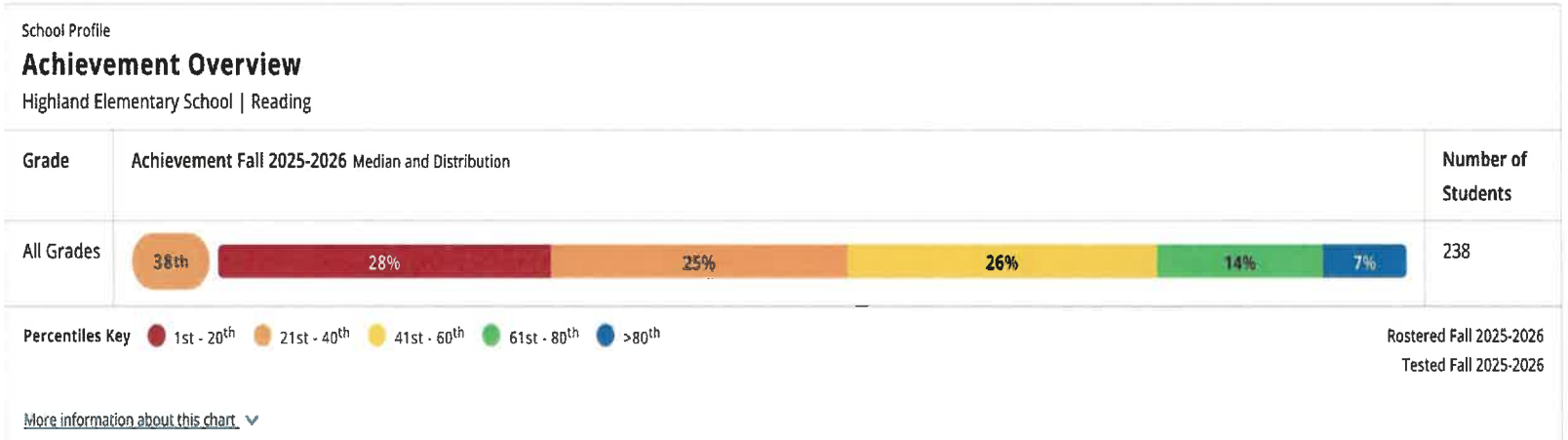
26-27

Highland Elementary School

School Profile

Achievement Overview

Highland Elementary School | Reading



Read

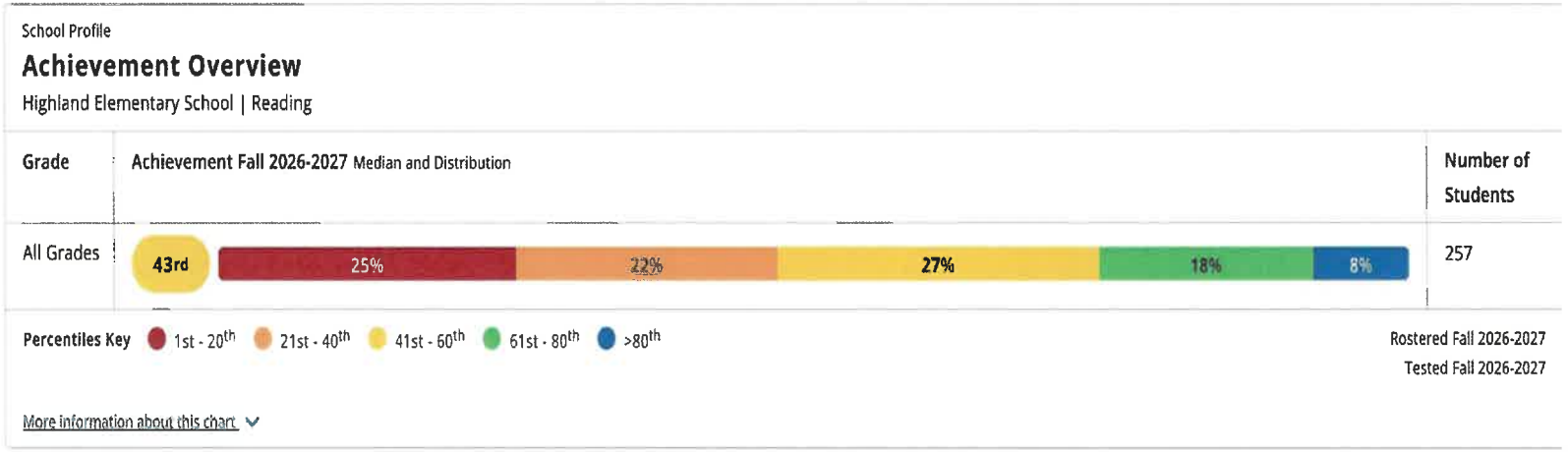
25-26

Highland Elementary School

School Profile

Achievement Overview

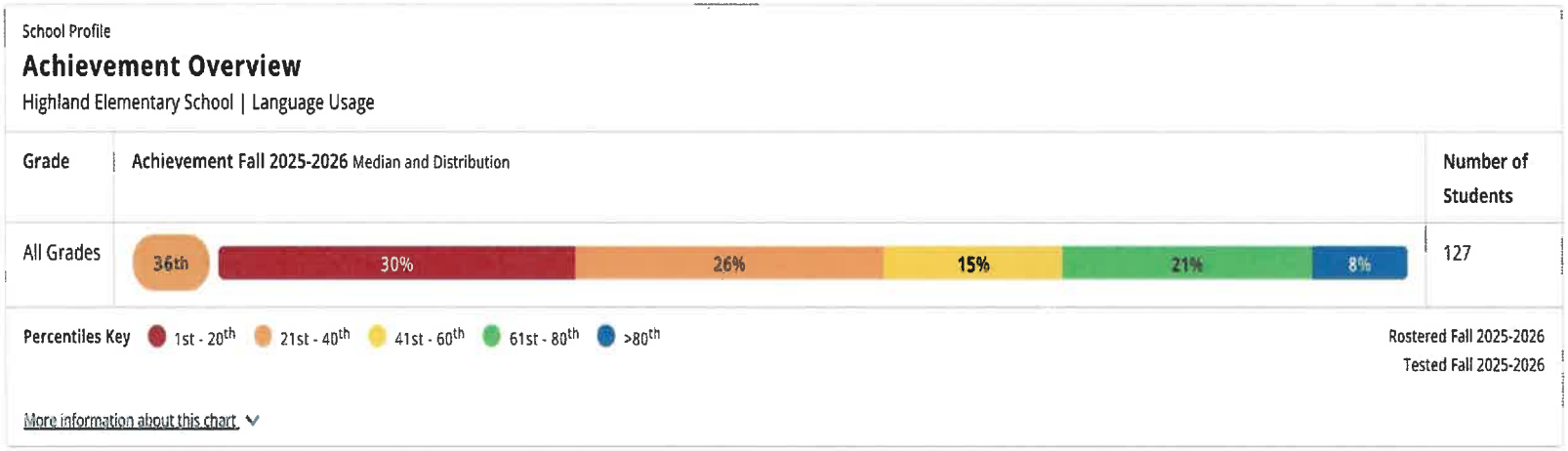
Highland Elementary School | Reading



Read

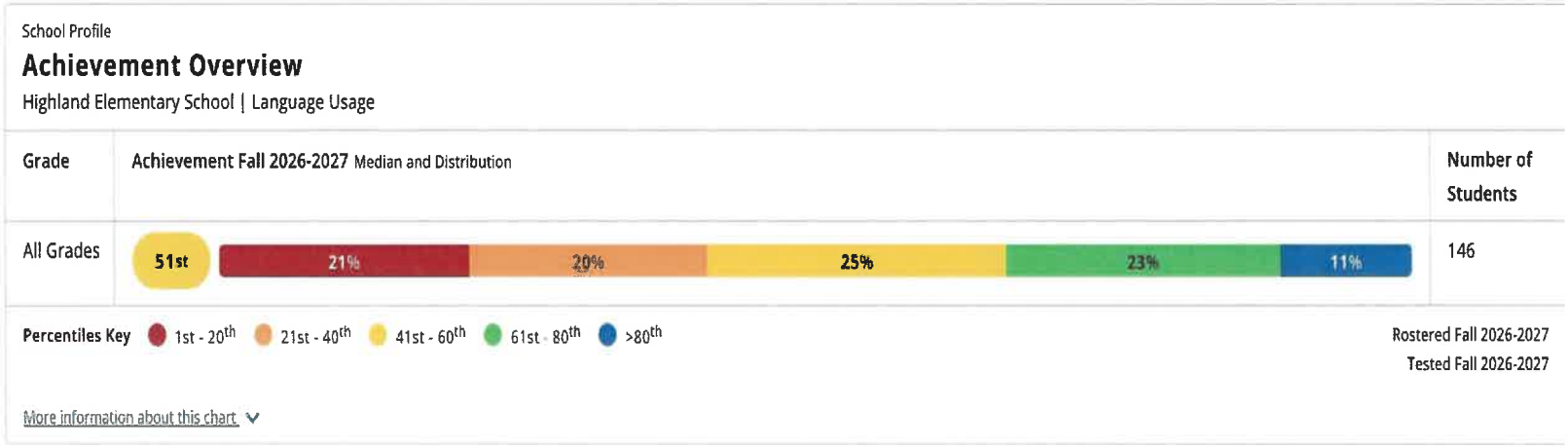
26-27

Highland Elementary School



Language Use 25-26

Highland Elementary School



Language Use 26-27

Fall 2026 Science

Highland Elementary School

School Profile

Achievement Overview

Highland Elementary School | Science K-12

Grade	Achievement Fall 2026-2027 Median and Distribution	Number of Students
All Grades	41st | 25% | 22% | 28% | 20% | 5%	104

Percentiles Key: 1st - 20th | 21st - 40th | 41st - 60th | 61st - 80th | >80th

Rostered Fall 2026-2027
Tested Fall 2026-2027

More information about this chart

*Fall Math 2026

Reedsport Community Charter School

School Profile

Achievement Overview

Reedsport Community Charter School | Math K-12

Grade	Achievement Fall 2026-2027 Median and Distribution	Number of Students
All Grades	33rd | 28% | 34% | 21% | 11% | 6%	131

Percentiles Key: 1st - 20th | 21st - 40th | 41st - 60th | 61st - 80th | >80th

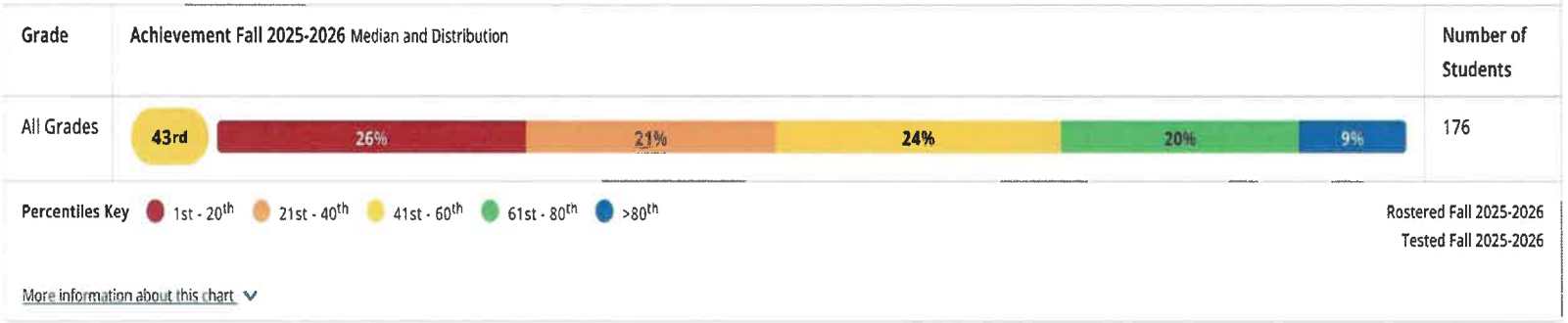
Rostered Fall 2026-2027
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More information about this chart

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Achievement Overview

Reedsport Community Charter School | Reading



Read

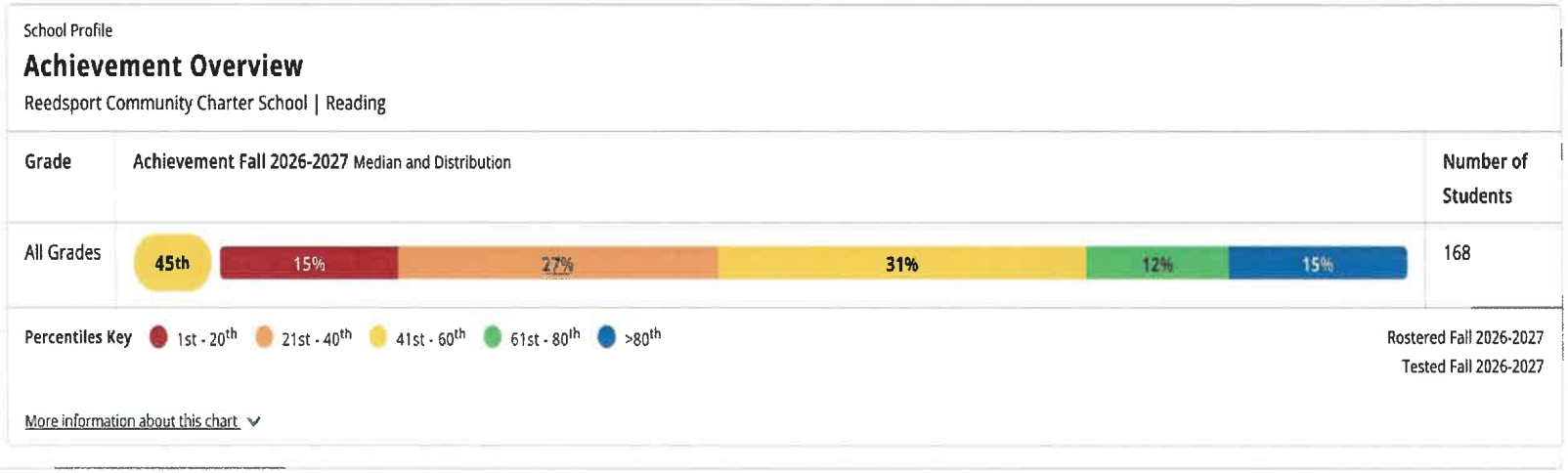
25-26

Reedsport Community Charter School

School Profile

Achievement Overview

Reedsport Community Charter School | Reading



Read

26-27

Reedsport Community Charter School

School Profile

Achievement Overview

Reedsport Community Charter School | Language Usage

Grade	Achievement Fall 2025-2026 Median and Distribution	Number of Students
All Grades	45th — 23% | 21% | 23% | 21% | 12%	154

Percentiles Key: 1st - 20th | 21st - 40th | 41st - 60th | 61st - 80th | >80th

Rostered Fall 2025-2026
Tested Fall 2025-2026

More information about this chart

Language Use

25-26

Reedsport Community Charter School

School Profile

Achievement Overview

Reedsport Community Charter School | Language Usage

Grade	Achievement Fall 2026-2027 Median and Distribution	Number of Students
All Grades	48th — 17% | 24% | 25% | 19% | 15%	162

Percentiles Key: 1st - 20th | 21st - 40th | 41st - 60th | 61st - 80th | >80th

Rostered Fall 2026-2027
Tested Fall 2026-2027

More information about this chart

Language Use

26-27

*Fall 2026 Science

Reedsport Community Charter School

School Profile

Achievement Overview

Reedsport Community Charter School | Science K-12

Grade	Achievement Fall 2026-2027 Median and Distribution	Number of Students
All Grades	50th: 17% | 18% | 24% | 25% | 16%	134

Percentiles Key: 1st - 20th | 21st - 40th | 41st - 60th | 61st - 80th | >80th

Rostered Fall 2026-2027

Tested Fall 2026-2027

More information about this chart

Reedsport School District #105
Information Technology Department
Quarterly Report

Prepared By: Tosh Tipton

1. Help Desk & Support Metrics

- Tickets Opened for I.T. : **395** (since start of school year)
- Tickets Resolved: 361 (*91.3 %*)
- Top Ticket Categories: Technology – '*Technical Support*', '*Account Issues*'

2. Completed Projects

- Summer School: assist with technology needs at both schools (new term in Synergy)
- Bell System Upgrades: existing legacy hardware / software platforms (*COMPLETED at H.E.S. ... in progress at R.C.C.S.*)
- Summer Maintenance: Enroll / deployment of new chromebooks
- Asset / Inventory updates: Summer allowed for physical audit of all classroom tech assets.

3. Next Term Priorities

- On-site firewall with load-balancing / failover capability for new I.S.P.(s)
- Staff device refresh: replacing older laptops, desktops and tablets for staff use at all locations as needed
- E-Rate Filing: Contracting with LBL ESD for preparation and submission of Category 1 and Category 2 funding requests.
    - End of life switches and wireless access points need replaced / configured
- Increase our cybersecurity education / protection efforts (MFA, Phishing / Ransomware, et al.)
- Further reduction in legacy equipment (online and off line (*472 chromebooks deprovisioned*))
- Continued Network Documentation & Knowledge Base augmentation

Athletic Director – Quarterly Report – 10/14/26

Key accomplishments from the past quarter

- Junior High Football has gone undefeated this season with only one more game remaining. Players are walking the halls confidently and eager for their next chance to demonstrate the way they work endlessly at accomplishing their shared goal.
- Students are advocating for themselves and requested that Cheer Club return to RCCS. The girls beam as they wear their cheer bows and talk about practice. During our moment of support for Sweet Home's Mason, many of the cheerleaders did football cheers in his honor. Speaking of which, athletes and students of all kinds stood together to cheer on Sweet Home, including members of the community. Students and families chatted about the importance of sports and honoring one another.

Challenges or concerns impacting your department

- High School Football disbanded their team before completing the season due to a lack of morale and increasing injuries. Students shared concerns about the overwhelming losses they experienced this season, the many injuries that took players out of practice and games, and the overall energy and morale was lacking. The lack of team spirit and encouragement has definitely negatively impacted the High School Football team. We are hopeful that next year we can provide additional coaching and support to start the team on better footing.

Metrics that illustrate progress

- Nearly all student athletes have been eligible to participate in games. Less than 3 missing assignments on the ICU list means students are doing their part in the classroom and in their sport. Roughly one student is ineligible per Junior High Football game due to academics this season. Student-athletes are regularly attending after-school tutoring to stay on top of their work, making progress on missing or low-scored work.

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   2. DJC-AR - Special Procurements and Exemptions from Competitive Bidding - DELETE - No AR Required for DJC
   3. DJCA - Personal Services Contracts - DELETE - Replace with NEW DJC
   4. DJC - Bidding Requirements - NEW - Replacing DJC and DJCA
B. EBBB - Injury or Illness Reports - Update
C. GBNAA/JHFF and JHFF/GBNAA Policy Update - Mirror Policies
   1. GBNAA/JHFF - Suspected Sexual Conduct with Students and Reporting Requirements - Update
   2. JHFF/GBNAA - Suspected Sexual Conduct with Students and Reporting Requirements - Update
D. GCBDA/GDBDA - Family and Medical Leave - Update
E. GCBDC/GDBDC - Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave) - Update
F. GCBDD/GDBDD - Sick Time - Update
G. GCBDF/GDBDF - Paid Family and Medical Leave Insurance - Update
H. JECA - Admission of Resident Students - Update
I. JHCD/JHCDA Policy and AR Update
   1. JHCD/JHCDA - Medications - DELETE - Replace with NEW JHCD
   2. JHCD - Medications - NEW - Replacing JHCD/JHCDA
   3. JHCD/JHCDA-AR - Medications - DELETE - Replace with NEW JHCD-AR
   4. JHCD-AR - Medications - NEW - Replacing JHCD/JHCDA-AR
J. RCCS Shop and Art Building Seismic Rehabilitation RFP
K. RCCS Shop and Art Building Roof Replacement RFP
L. RCCS Security Fencing Project RFP
M. District Student Transportation Services RFP

XVII. DISCUSSION

XVIII. COMMUNITY COMMENTS

Reference Community Comments guidelines previously stated on the agenda.

XIX. BOARD MEMBER COMMENTS

XX. FUTURE AGENDAS

A. Wednesday, November 11, 2026 - NO SCHOOL - Veterans Day
   1. Friday, November 13, 2026 - FRIDAY SCHOOL
B. Thursday, November 12 through Saturday, November 14, 2026 - OSBA Annual School Board Convention in Portland
   1. Brianna Ekelund, Jennifer Tymchuk, and Jon Zwemke will be attending.
C. Wednesday, **November 18, 2026** – 5:00 PM Work Session / 5:30 PM Regular Board Meeting
   *(This meeting will take place on the **third Wednesday** due to schedule conflict)*

XXI. ADJOURN REGULAR SESSION

Next School Board Meeting: Wednesday, November 18, 2026 @ 5:30 PM

English Learner Program Report

Our district began the school year with **7 English Learner (EL) students** and welcomed **3 newcomer students**, bringing the total number of EL students served during the year to 10.

Students in the EL program demonstrated strong academic and language growth. **All EL students who were enrolled during the 2024–2025 school year showed growth on their ELPA assessments, and 2 students successfully exited the EL program.**

Our district also provided additional support to meet the individual needs of students. **One EL student received both EL and Special Education services, while 6 students received Title I interventions** to provide additional academic support.

We are especially proud that our district achieved a **100% on-time graduation rate for current and former EL students**. This reflects the dedication of our students, families, teachers, and support staff in helping English Learners make progress and successfully reach graduation.

Overall, these results demonstrate our continued commitment to supporting EL students academically, socially, and linguistically while providing the resources and interventions they need to succeed.

English Learners in Oregon

Annual Report 2024-25

June 2026

OREGON DEPARTMENT OF EDUCATION

Oregon achieves . . . together!

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Acknowledgements

We extend our appreciation to colleagues from across the Oregon Department of Education who contributed to this report through data sharing, data analysis, and review of the findings.

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Executive Summary

ORS 327.016 directs the Oregon Department of Education (ODE) to prepare an annual report on English learner program funding and student outcomes. The report's purpose is to describe the population of English learners in Oregon and provide a summary of district and state progress towards meeting English learners' needs and the state's objectives to meet those needs. Pursuant to this statute, ODE has also developed the Multilingual Learner Strategic Plan, with priority areas emphasizing community engagement, transformative educators, culturally responsive practices, and pathways to multilingualism to ensure equity and success for all multilingual learners in Oregon's public schools. The current English learner report is also available on ODE's Public Transparency webpage.

Definitions

ORS 327.016 describes students who receive English language instruction, supports, and services as part of an English Language Development (ELD) program as English learners. While these students are learning English in an ELD program, the English learner designation only focuses on a singular dimension (i.e., learning English) and does not reflect the linguistic and cultural assets of the students (García, 2009). Thus, although this report will use the term "English learner" in alignment with ORS 327.016, it is important to recognize that these students are multilingual learners who bring valuable linguistic and cultural assets.

ODE annually reports on four groups of English learners: current, former, ever, and never English learners. Current English learners are multilingual students who were learning English in an ELD program during the 2024-25 school year[1]. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2024-25 school year. (Monitored English learners are a subset of former English learners who are monitored for four years after exiting an ELD program.) Ever English learners are the combination of current, monitored, and former English learners. Finally, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program before or during the 2024-25 school year.

Oregon's English learner population continues to grow, driven in part by increases in recently arrived students.

As of May 1, 2025, 539,521 students were enrolled in Oregon public schools and districts. Among those students, 12% were current English learners (64,525 students), 4% were former English learners (21,760 students), 3% were monitored English learners (16,285 students), and 81% were never English learners (436,951 students). Collectively, current, monitored, and former English learners (i.e., Ever English learners, constituting over 102,000 or 19% of students) represent an incredibly diverse student population in 2024-25. Guided by Oregon's vision for multilingual learners, this report highlights student demographics, academic

[1] Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

outcomes, educational experiences, and opportunities for current, former, and monitored English learners across the state.

What's New in the 2024-25 Report

Several notable changes occurred in the English learner student population and outcomes during the 2024-25 school year:

- The number of current English learners increased to 64,525 students, a 3.2% increase from 62,522 students in 2023-24, while overall statewide enrollment declined to 539,521 students.
- The number of recent arrivers in Oregon has more than doubled over the past five years. In 2024-25, 10,353 current English learners were recent arrivers, representing the highest count observed during the six-year period examined. Most of this growth occurred during the last two school years.
- Ever English learners represented 19% of Oregon's student population, up slightly from 18.8% in 2023-24.
- The average expenditures-to-revenues ratio increased from 0.87 in 2023-24 to 0.95 in 2024-25.
- To support future alignment with Oregon Senate Bill 141 (2025), this report includes additional analyses related to third-grade English language arts achievement, eighth-grade mathematics achievement, regular attendance, and five-year completion rates.

The distribution of current English learners varied across grade levels and districts in Oregon during the 2024-25 school year. Woodburn School District served the highest percentage of current English learners, with 48.1% of students learning English in an ELD program as of May 1, 2025. On the other hand, 59 Oregon districts had less than 5% of their students learning English in an ELD program.

Other key features of the English learner student population in the 2024-25 school year include the following:

- Most current English learners were in elementary grades (55.3%) while the majority of former English learners were in high school grades (80.1%).
- Between 2019-20 and 2024-25, overall statewide enrollment declined by 6.7%, while the number of current English learners increased by 20.6%.
- The number of recently arrived current English learners (i.e., new immigrant students) increased by 56%, from 6,647 in 2023-24 to 10,353 students in 2024-25.
- Spanish was the predominant home language of current English learners (75.5%), but overall, there were 247 documented unique home languages (unchanged from the previous year) spoken by current English learners. Other prevalent languages include Russian, Chinese, Vietnamese, Ukrainian, Chuukese, and Arabic.
- Approximately 77% of current English learners were Latino/a/x, and 35% of Latino/a/x students were current English learners. A similar percentage of Native Hawaiian/Pacific Islander students (about 34%) were current English learners.

Current English learners were more likely to receive special education services and less likely to participate in TAG programs.

The report also examines the involvement of English learners in targeted federal and state programs: students experiencing poverty (SEP), special education, migrant education, and the talented and gifted (TAG) program.

Key findings include the following:

- A higher percentage of current, former, and monitored English learners experienced poverty compared to never English learners (approximately 52, 39, and 38%, respectively, vs. 30%).
- A higher percentage of current English learners received special education services and supports compared to never English learners (about 19 vs. 17%); however, former and monitored English learners had lower rates (about 5 and 7%, respectively).
- About 9% of current English learners (5,869 students) received services in migrant education programs. Additionally, about 63% of the students in migrant education programs were current English learners, 15% were former English learners, and over 11% were monitored English learners. In total, 90% of students in migrant education programs were ever English learners.
- While across Oregon, 7.6% of never English learners participated in TAG programs, this figure was 7.3% for former English learners, 6.9% for monitored English learners, and just 0.6% for current English learners.

Younger English learners are more likely to be on track to English language proficiency than their older peers.

Oregon monitors whether current English learners (ELs) are on track to attain English language proficiency. In 2024-25, approximately 62.5% of ELs in elementary grades (K-5) were on track to meet this goal. The percentage declined substantially in middle school (35.2%) and high school (27.9%), indicating that ELs in middle and high school grades were less likely to be on track to attain English language proficiency within seven years than ELs in elementary grades. Among ELs with disabilities, the percentages were considerably lower at every grade span, with only 10.7% of high school ELs with disabilities on track to attain English language proficiency.

Former English learners consistently met or exceeded state standards at the highest rates.

Although proficiency rates varied across student groups, English language arts (ELA) and mathematics achievement remained below 50% for many student groups and grade spans statewide. Current English learners had the lowest rates of meeting or exceeding state standards in both ELA and Mathematics across all grade levels in 2024-25. In ELA, only 6.3% of current ELs in grades 3-5 met or exceeded standards, compared to 79.9% of former ELs, 56.5%% of monitored ELs, and 47.6% of never ELs. Similar patterns were observed in middle school and high school, where only 4.1% of current ELs in grades 6-8 and 4.6% of current ELs in grade 11 met or exceeded ELA standards.

A similar achievement gap exists in Mathematics. In grades 3-5, only 7.0% of current ELs met or exceeded standards, compared to 68.3% of former ELs, 43.2% of monitored ELs, and 40.0% of never ELs. In grades 6-8, only 3.1% of current ELs met standards, while in grade 11, just 2.4% met standards. Across both subjects and all grade spans, former English learners consistently met or exceeded state standards at the highest rates among current, former, monitored, and never English learner groups.

Attendance rates are higher for former and monitored ELs, but lower among current ELs, particularly in high school.

Former and monitored English learners had the highest rates of regular attendance across most grade spans in 2024-25. At the elementary level, 87.1% of former ELs and 79.9% of monitored ELs were regular attenders, compared with 73.0% of never ELs and 65.9% of current ELs. Similar patterns were observed in middle school, where monitored ELs (73.7%) and former ELs (73.0%) had higher attendance rates than never ELs (68.7%) and current ELs (60.6%).

Attendance declined for all student groups in high school, but the decline was most pronounced among current ELs. Only 45.3% of current ELs in grades 9-12 were regular attenders, compared with 54.3% of former ELs, 61.6% of monitored ELs, and 59.3% of never ELs. Across all grades (K-12), current ELs had the lowest regular attendance rate at 60.0%.

Among graduates, current English learners were more likely to earn a modified diploma.

Among students who graduated, former English learners earned regular diplomas at the highest rates. In the four-year cohort, 98.0% of former English learner graduates earned a regular diploma, compared with 96.1% of never English learner graduates and 90.5% of current English learner graduates. Current English learner graduates were more likely to earn a modified diploma, with 9.5% of four-year cohort graduates and 9.7% of five-year cohort graduates earning modified diplomas, compared with 2.0% and 1.8% of former English learner graduates, respectively.

Students designated as English learners in high school are less likely to enroll in post-secondary education than their peers.

Post-secondary enrollment rates for former English learners were comparable to those of never English learners. In 2022-23 (as reported in 2024-25), 55.2% of former ELs enrolled in a post-secondary institution within 16 months of high school graduation, compared with 56.0% of never ELs. Current English learners enrolled at substantially lower rates relative to their population, with only 33.4% continuing to post-secondary education. Across the six years examined, former ELs consistently enrolled in post-secondary education at rates similar to or slightly higher than never ELs, while current ELs enrolled at markedly lower rates.

The average expenditures-to-revenues ratio increased in 2024-25.

As in reports from previous years, this report summarizes the ratio of total current English learner expenditures to revenues districts receive for these students. In 2024-25, this ratio is 0.95, which is higher than 0.87 for 2023-24.

Introduction

In the 2024-25 school year, students who received English language instruction, supports, and services through an English Language Development (ELD) program, as well as those who exited such programs in prior years, represented 19.0% of all students enrolled in Oregon public schools and districts (as of the first school day in May 2025). These multilingual learners are an essential part of our school communities, contributing rich cultural and linguistic assets that enhance learning environments across the state. Their diverse lived experiences, languages, and heritage knowledge are invaluable to both current and future generations of Oregonians.

Guided by our statewide vision as reflected in the Oregon Multilingual Learner Strategic Plan, this report is rooted in the belief that all adults share the responsibility of building educational systems where multilingual learners are recognized and celebrated. It highlights key data about this student population, tracks academic progress and achievement, and provides insight into the educational experiences and opportunities they encounter. Our mission calls us to transform Oregon's education system to ensure that all multilingual learners receive culturally and linguistically responsive instruction, access to rigorous academic programming, and clear pathways to reach their college, career, and life goals, including graduation with the Oregon State Seal of Biliteracy or Multiliteracy.

Why this report?

ORS 327.016 directs the Oregon Department of Education (ODE) to prepare an annual report on English learner program funding and student outcomes. The report describes the population of English learners in Oregon and provides a summary of district and state progress towards meeting English learners' needs and objectives through ELD programs. Senate Bill 141 (2025) further amended ORS 327.016 to require reporting on English learner progress toward statewide performance growth targets, including measures related to academic achievement, attendance, and completion outcomes. ORS 327.016 requires ODE to include the following information in the annual report:

- English learner student demographics;
- Length of participation in ELD programs;
- Participation in special education and related services; and
- Other information identified by the ODE.

In addition, this annual report includes the following financial information:

- Allocations to each school district from the State School Fund for students enrolled in ELD programs;
- The extent to which districts expend these allocations for students enrolled in ELD programs; and
- The categories of expenditures for ELD program funding.

This annual report looks back at the prior school year, which is the 2024-25 school year. This report will be available on the ODE website. State law requires the report to be available to the public at each district's main office and on district websites. In addition to the annual reporting requirement to the public, ORS 327.016 also requires the ODE to "submit to the interim legislative committees on education a summary of the two most recent reports prepared" prior to "January 1 of each odd-numbered year."

Definitions

ORS 327.016 describes students who receive English language instruction, supports, and services as part of an ELD program as English learners. While these students are learning English in an ELD program, the English learner designation only focuses on a singular dimension (i.e., learning English) and does not reflect the linguistic and cultural assets of the students (García, 2009). Thus, although this report will use the term "English learner" in order to comply with ORS 327.016, it is important to recognize that these students are multilingual and value their linguistic and cultural assets.

ODE annually reports four groups of English learners: current, former, monitored, ever, and never English learners. Current English learners are multilingual students who were learning English in an ELD program during the 2024-25 school year[2]. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program over four years prior to the 2024-25 school year. (Monitored English learners are a subset of former English learners who are monitored for four years after exiting an ELD program.) Ever English learners are the combination of current, monitored, and former English learners. Finally, never English learners are monolingual or multilingual students who were not designated to receive English language instruction, supports, and services in an ELD program before or during the 2024-25 school year.

Structure of this report

This report consists of five sections:

Section 1: Demographics of English Learners

Section 2: Participation in Targeted Programs

Section 3: Language Development and Academic Achievement

Section 4: Attendance, Progress toward Graduation, Graduation, and Beyond

Section 5: State Revenues and Expenditures for English Learners

Several aspects of this year's report differ from reports issued in previous years. These changes are informed by Oregon's Multilingual Learner Strategic Plan, which envisions educational systems where multilingual learners are valued for the rich languages, cultures, lived experiences, and knowledge they bring to Oregon schools and communities. Consistent with that vision, this report highlights student demographics, academic outcomes, educational experiences, and opportunities for current, former, and monitored English learners across the state. The report also reflects the Strategic Plan's priority areas of authentic and responsive community engagement, systems and instructional improvements, transformative educators and administrators, and pathways to multilingualism. To that end, where appropriate, this report provides comparisons to never English learners (i.e., students not eligible to receive services through an ELD program). Additionally, monitored English learners are now distinguished from former English learners. New sections on

[2] Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

Dual Language Bilingual Education (DLBE) programs, access to core content, and students' sense of belonging have also been added.

Furthermore, in addition to describing statewide patterns, in some cases the report indicates which districts serve large numbers of certain types of students (e.g., students graduating with a state seal of biliteracy).

Similar to last year, this report provides insights into student academic outcomes in English language arts (ELA) and Mathematics. In addition, consistent with amendments to ORS 327.016 resulting from Oregon Senate Bill 141, the report includes information on newly established performance growth target indicators, including 3rd grade ELA achievement, 8th grade mathematics achievement, kindergarten through second-grade regular attendance, K-12 regular attendance, and five-year completion rates for multilingual learners and their peers. To provide additional context, Oregon has established statewide performance growth targets for the 2029-30 school year, including 82.0% for kindergarten through grade 2 attendance, 78.3% for kindergarten through grade 12 attendance, 52.6% for third-grade English language arts proficiency, 52.0% for eighth-grade mathematics proficiency, 94.9% for ninth-grade on-track status, 92.3% for four-year graduation, and 95.4% for five-year completion. These targets reflect the long-term outcomes Oregon is working toward achieving statewide.

Finally, districts can access district-level English learner demographic and outcome data for the 2024-25 school year through the District Data Profiles; however, the profiles do not currently include all the new statewide accountability indicators discussed in this report.

Section 1: Demographics of English Learners in Oregon in 2024-25

Almost one in five Oregon students has been designated as an English learner. As of the first school day in May 2025, 539,521 students were enrolled in Oregon public schools and districts. Among those students, 12.0% were current English learners (64,525 students), 4.0% were former English learners (21,760 students), 3.0% were monitored English learners (16,285 students), and 81.0% were never English learners (436,951 students). Current, monitored, and former English learners, collectively referred to as ever English learners, represented 19.0% of all students (102,570 students) in 2024-25. These students brought a rich linguistic and cultural heritage to their classrooms, schools, and communities. This section summarizes the demographics of Oregon's English learner population, considering grade levels, interruptions in formal education among newcomer immigrant students, and racial, ethnic, and linguistic diversity.

Current and Former English Learners

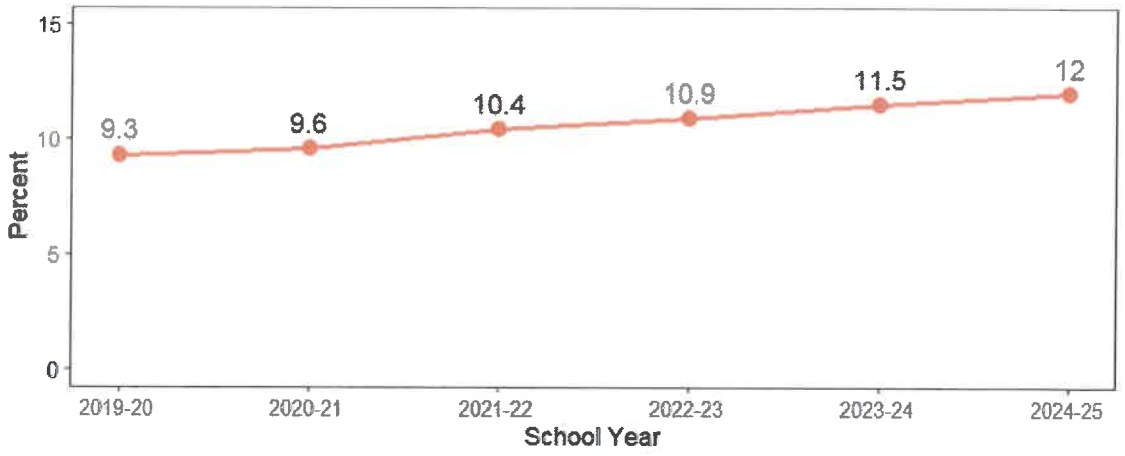
Comparisons between current, monitored, former, and ever English learners are useful to understand the experiences and outcomes of English learners over time, and to counter misperceptions about English learner achievement. Current English learners tend to perform at lower levels while still developing English, particularly on assessments of content knowledge that are administered in English, which can negatively impact their performance. However, once current English learners attain English language proficiency, they often perform academically at significantly higher levels than their peers, including monolingual English speakers, indicating the value of bilingualism (Thompson, Umansky, & Rew, 2022; Hopkins, Thompson, Linquanti, Hakuta, & August, 2013).

Current English learners are multilingual students for whom English is not their native language, or who come from an environment where a language other than English has had a significant impact on their English proficiency, and who are learning English in an ELD program during the school year[3]. They receive English language instruction, supports, and services to help them become proficient in English. Figure 1 shows the increasing percentage of current English learners from the 2019-20 to 2024-25 school years[4].

[3] Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

[4] The data for this portion of the report relies on student enrollments as of the first school day in May 2024.

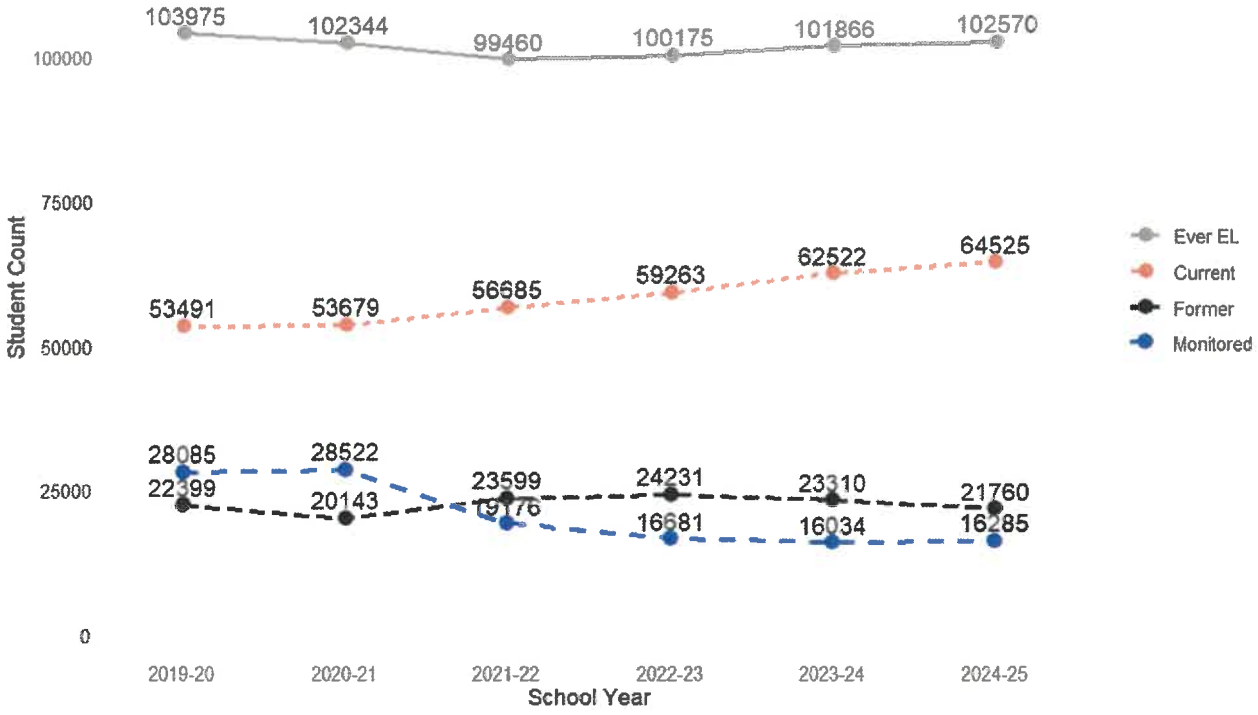
Figure 1. Percentage of all Oregon students who were Current English Learners (2019-20 to 2024-25)



Although a relatively small proportion of students in 2024-25 were former (21,760; 4%) or monitored (16,285; 3%) English learners, these remain important student groups for continued support and monitoring. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2024-25 school year. Monitored English learners are a subset of former English learners who are monitored for four years after exiting EL services. Research suggests that, even after attaining English proficiency, some former English learners may continue to need support in developing high levels of academic English necessary for success in school. Consistent with this need, ODE's Title III monitoring process includes reviewing how districts monitor the progress of former English learners and support their continued academic success.

Although the composition of the English learner population has changed over time, Oregon has maintained a relatively stable population of more than 100,000 ever English learners (current, former, and monitored English learners combined) over the past six years. Figure 2 shows the change in the count of current, former, and ever English learners in Oregon over the last six school years. In general, it displays a slightly fluctuating population of ever English learners in Oregon, starting at about 104,000 in 2019-20 and, following a decline and increase for a few years, reaching over 102,000 students in 2024-25.

Figure 2. Number of Current, Monitored, Former, And Ever English Learners in Oregon (2019-20 to 2024-25)

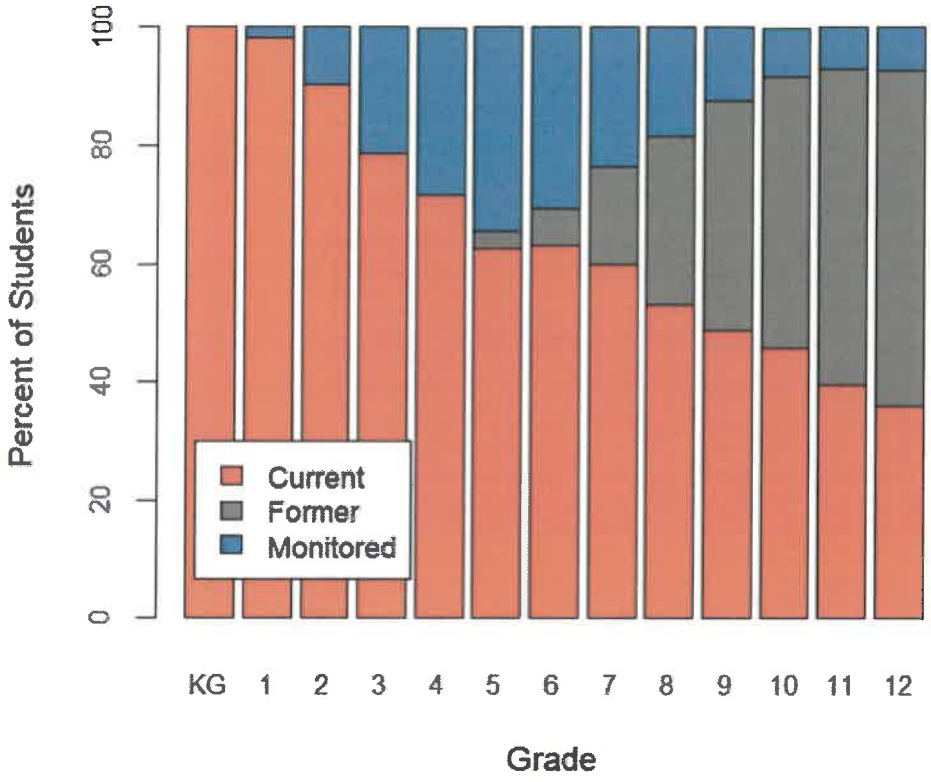


The majority of current English Learners were in the elementary grades.

Figure 3 illustrates the distribution of current English learners, former English learners, and monitored English learners across grade levels. In the early grades, nearly all ever English learners were classified as current English learners, with monitored English learners accounting for 100% of ever English learners in Kindergarten, 98.1% in Grade 1, and 90.3% in Grade 2. This population is not static, and each grade includes newcomers who may have schooling experiences from outside of the United States.

As students progress through elementary and middle school, the proportion of current English learners steadily declines while the percentages of former English learners and monitored English learners increase, reflecting students who have attained English proficiency and exited English learner services. By Grade 8, current English learners represented 53.2% of ever English learners, while former and monitored English learners combined accounted for 46.8%. By high school, current English learners comprised less than half of ever English learners, declining to 36.0% by Grade 12, while former and monitored English learners together represented 64.0%. This is because students attain English proficiency as they progress through the K-12 system and transition into monitored or former English learner status.

Figure 3. Comparison of the percentage of Current, Monitored, and Former English learners by grade in 2024-25

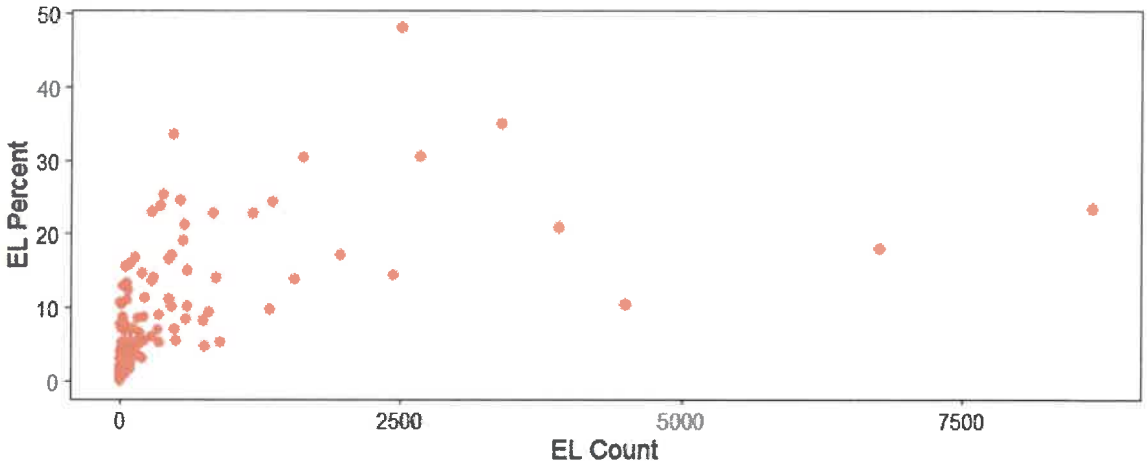


English Learner enrollment varied across Oregon districts.

Oregon has 197 school districts, and 80% of them are serving students designated as English learners. In 2024-25, 155 districts provided English language instruction, supports, and services to current English learners. Of these districts, 132 districts serving current English learners accessed federal Title III funding either directly or through a consortium, which in 2024-25 provided an additional $113 per student for supplemental English learner services. In contrast, 42 districts in Oregon did not have any enrolled English learners.

Figure 4 shows the distribution of current English learners across Oregon districts in 2024-25. There were eight districts with more than 2,000 current English learners. The figure illustrates substantial variation across districts in both the number and percentage of current English learners. While most districts served relatively small numbers of English learners and had English learner percentages below 10%, a smaller number of districts served either large numbers of English learners, high concentrations of English learners, or both. Notably, districts with the highest percentages of English learners were not always the districts with the largest English learner enrollments.

Figure 4. Comparison of the number and percentage of Current English learners by district in 2024-25



A sizable proportion of Oregon districts did not have any current English learner enrollments in 2024-25. The 42 districts not currently serving English learners tended to be small in overall population (median 108 students).

The variation in English learner's population across districts is also evident in Table 1, which shows the 10 districts with the highest numbers of current English learners.

Table 1. Districts with the highest number of Current English learners in 2024-25

District Name	Number of Current English Learners	Percentage of Current English Learners
Salem-Keizer SD 24J	8,663	23.4
Beaverton SD 48J	6,761	18
Portland SD 1J	4,514	10.5
Hillsboro SD 1J	3,909	20.9
Reynolds SD 7	3,397	34.9
David Douglas SD 40	2,677	30.6
Woodburn SD 103	2,508	48.1
North Clackamas SD 12	2,432	14.5
Gresham-Barlow SD 10J	1,966	17.3
Centennial SD 28J	1,638	30.4

In addition, Table 2 shows the 10 districts with the highest percentages of current English learners. Several districts, including Woodburn SD, Reynolds SD, David Douglas SD, Centennial SD, and Salem-Keizer SD, appear on both lists. This indicates that these districts not only serve large numbers of current English

learners, but that current English learners also comprise a substantial share of their overall student populations. Notably, nearly half of all students in Woodburn SD (48.1%) were current English learners, while current English learners represented more than one-third of students in Reynolds SD (34.9%) and approximately one-third of students in David Douglas SD (30.6%) and Centennial SD (30.4%).

Table 2. Districts with the highest percentage of Current English learners in 2024-25.

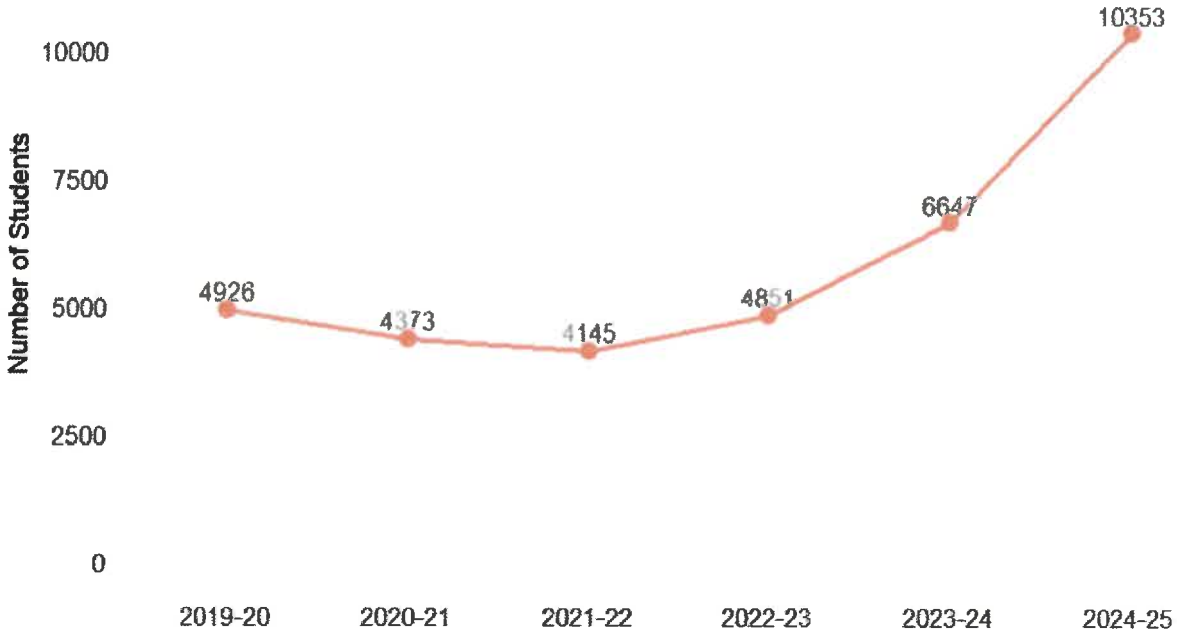
District Name	Number of Current English Learners	Percentage of Current English Learners
Woodburn SD 103	2,508	48.1
Reynolds SD 7	3,397	34.9
Umatilla SD 6R	487	33.4
David Douglas SD 40	2,677	30.6
Centennial SD 28J	1,638	30.4
Milton-Freewater Unified SD 7	391	25.4
Morrow SD 1	544	24.5
Forest Grove SD 15	1,373	24.3
North Marion SD 15	373	23.8
Salem-Keizer SD 24J	8,663	23.4

The number of recently arrived English learners increased substantially during the last two school years.

The term "recent arrivers" refers to students who were born outside of the U.S. and Puerto Rico, and who have been educated in the U.S. for fewer than three cumulative years (i.e., these students are recent immigrants). They can be current, former, or never English learners; however, the majority are current English learners.

The number of recent arrivers in Oregon has doubled in the past five years. In 2024-25, 10,353 current English learners were recent arrivers. This number represents the largest count of recent arrivers over the last six years (see figure 5).

Figure 5. Number of Current English learners who were recent arrivers in Oregon (2019-20 to 2024-25).



Most recently arrived English Learners (over 54%) were in the elementary grades, while about 21% were in grades 6-8 and over 24% were in high school. Current English learners who are recent arrivers in middle and high school contend with significant challenges, since they must learn the language while also using English-language textbooks and lectures to learn the content of their courses in a variety of subject areas (Short & Fitzsimmons, 2007). Recent arrivers in the secondary grades are known as adolescent newcomers, and districts sometimes design specialized programs to serve their unique language and cultural needs.

Statewide, the total number of current English learners who were adolescent newcomers in 2024-25 was 6,850. Five Oregon districts with the largest population of adolescent current EL newcomers in 2024-25 are shown in Table 3.

Table 3. Districts with the largest population of EL adolescent newcomers in 2024-25.

District	Number of Adolescent Newcomers (Recently Arrived Current English Learners in Middle or High School)
Salem-Keizer SD 24J	577
Beaverton SD 48J	501
Portland SD 1J	436
David Douglas SD 40	373
Hillsboro SD 1J	256

In 2024-25, districts reported over 1,000 current English learners had experienced interruptions in their education.

Some current and former English learners had their education interrupted or received limited formal education before arriving in the U.S. school system. Often, these were immigrant or refugee students who had spent time in refugee camps or whose process of immigration to the U.S. prevented them from attending school for a period of time. These students are known as students with limited or interrupted formal education (often abbreviated as SIFE or SLIFE). Students are SLIFE if they are immigrant students or English learners who enter school in the U.S. after grade two and experience all of the following:

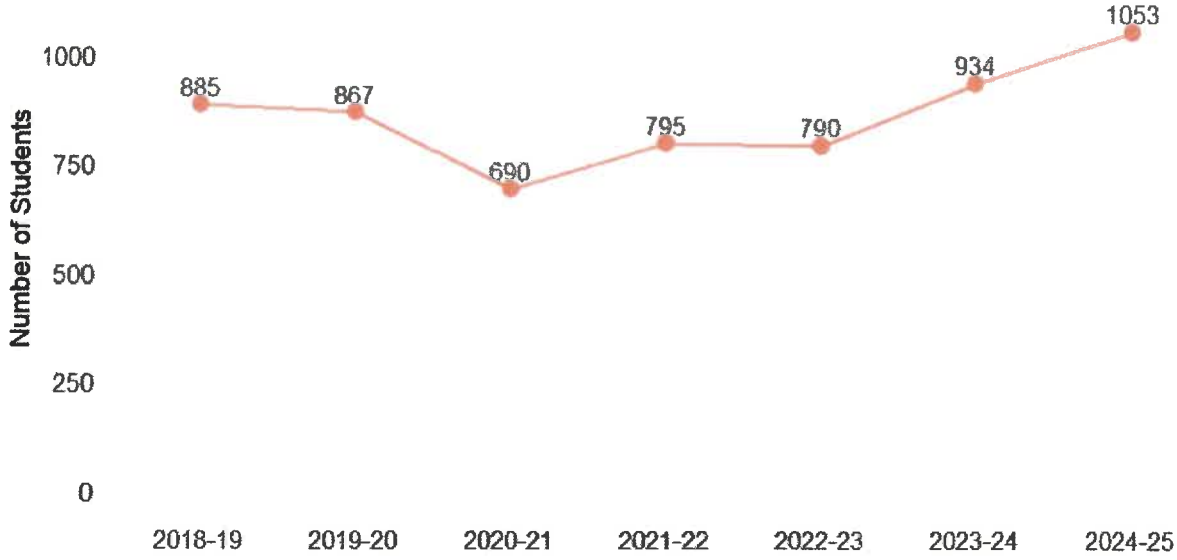
a. Have at least two fewer years of schooling than their peers of the same age,
b. Function at least two years below grade level expectations in reading and mathematics, and
c. Are preliterate in their native language.[5]

SLIFE students face unique circumstances. In addition to having missed at least two years of schooling, some arrive having experienced significant trauma. Schools need to find ways to serve SLIFE students without placing them in classes with younger students, since forming relationships with peers, including never English learner peers, is a factor that appears to improve academic outcomes (Browder, 2014).

ODE began collecting data on the number of students with limited or interrupted formal education in 2015-16. For the 2024-25 school year, districts reported 1,053 current English learners with limited or interrupted formal education (over 1.6% of all current English learners). As figure 6 illustrates, the number of current English learner students with limited or interrupted formal education decreased from 2018-19 to 2022-23 but increased in 2023-24 and 2024-25.

[5] See ESEA Title III English Learner Definitions for more details.

Figure 6. Number of Current English learners with an interrupted formal education (2018-19 to 2024-25).



Most students with limited or interrupted formal education were in high school (over 57%). Another 25.7% were in the middle school grades (grades 6-8), and only 16.9% were in the elementary grades.

In 2024-25, the distribution of current English learners with limited or interrupted formal education was not uniform across Oregon districts. Instead, current English learners with limited or interrupted formal education were, for the most part, concentrated in a few districts. Table 4 identifies districts that provided English language instruction, supports, and services to at least 20 current English learners with limited or interrupted formal education in 2024-25. These districts alone enrolled the majority of all SLIFE students in Oregon. Note that some of the districts serving many adolescent newcomers (see Table 3) also enroll a significant number of current English learners with interrupted formal education (e.g., Portland and Beaverton).

Table 4. Districts serving at least 20 Current English learners with interrupted formal education in 2024-25

District	Number of Current English Learners with Limited or Interrupted Formal Education
Hillsboro SD 1J	454
Beaverton SD 48J	143
McMinnville SD 40	79
Portland SD 1J	74
Hermiston SD 8	61
Woodburn SD 103	35
David Douglas SD 40	27
South Lane SD 45J3	23

Current English learners across the state spoke 247 unique home languages.

Statewide, current English learners spoke over 247 different languages at home. By far the most prevalent home language among Oregon current English learners was Spanish, spoken at home by over 75% of all current English learners. The four next most common languages were Russian, Chinese, Vietnamese, and Arabic. Taken together, these top five languages represent 84.0% of home languages among current English learners (see Table 5). In recent years, the number of current English learners speaking Somali, Mesoamerican languages, and other languages has been increasing.

In 2020, ODE expanded the language of origin reporting options to include an additional 384 languages, many of which were Mesoamerican languages such as Mam, Q'anjobal, and K'iche. This was intended to reduce the prevalence of districts reporting an unknown home language. However, in 2024-25, districts[6] reported an unidentified home language (listed as '*other languages*' in Table 5) for 861 English learners, suggesting a need for continued training and support in this area.

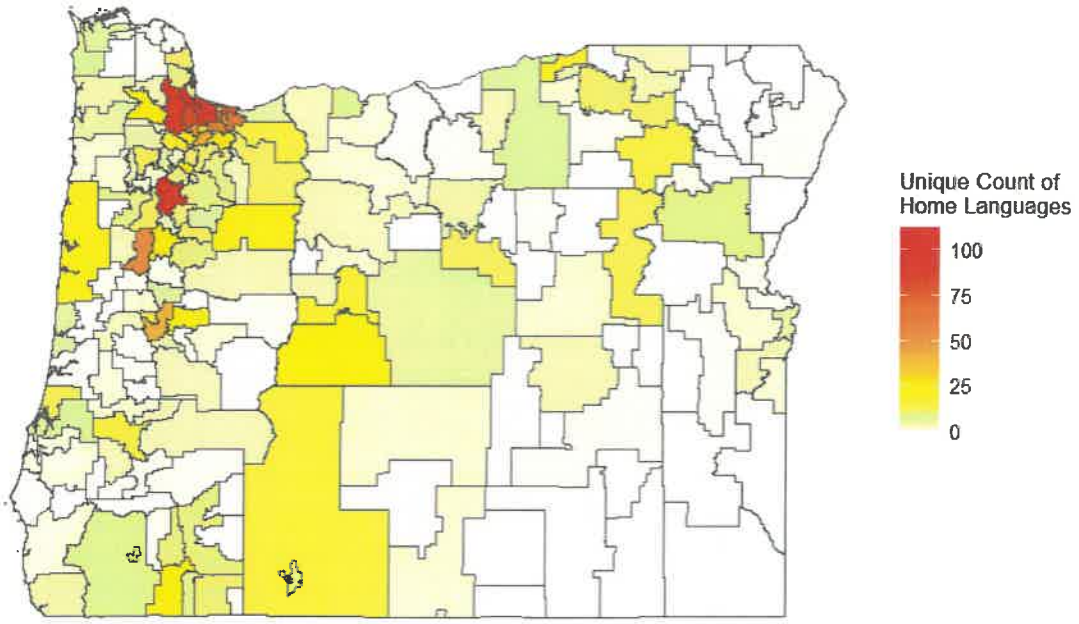
Table 5. Most prevalent home languages among current English learners in 2024-25.

Language	Number of Current English Learners with this Language	Percentage of Current English Learners with this Language
Spanish	48,740	75.50%
Russian	1,605	2.50%
Chinese	1,233	1.90%
Vietnamese	1,191	1.80%
Ukrainian	896	1.40%
Other languages	861	1.30%
Chuukese	835	1.30%
Arabic	820	1.30%
Somali	545	0.80%

Figure 7 provides a map illustrating the number of different home languages in different Oregon districts. A few districts, mostly in the Portland metropolitan area and Salem, provide English language instruction, supports, and services to students with over 60 unique home languages.

[6] These districts in alphabetical order included: Beaverton SD 48J, Bend-LaPine Administrative SD 1, Bethel SD 52, Canby SD 86, Centennial SD 28J, Coos Bay SD 9, Corvallis SD 509J, David Douglas SD 40, Eagle Point SD 9, Estacada SD 108, Eugene SD 4J, Greater Albany Public SD 8J, Gresham-Barlow SD 10J, Hillsboro SD 1J, Hood River County SD, Klamath County SD, Lake Oswego SD 7J, Lincoln County SD, McMinnville SD 40, Mitchell SD 55, Morrow SD 1, Mt. Angel SD 91, North Clackamas SD 12, Oregon City SD 62, Oregon Trail SD 46, Parkrose SD 3, Pendleton SD 16, Portland SD 1J, Prairie City SD 4, Redmond SD 2J, Reynolds SD 7, Riverdale SD 51J, Salem-Keizer SD 24J, Scio SD 95, Siuslaw SD 97J, Springfield SD 19, Tigard-Tualatin SD 23J, Warrenton-Hammond SD 30, and Woodburn SD 103.

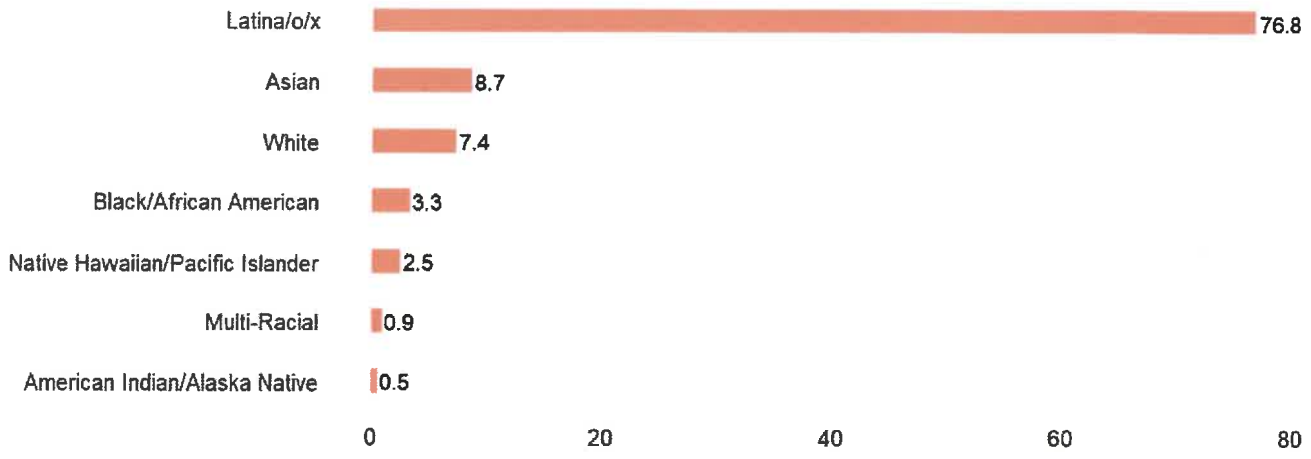
Figure 7. Geographic distribution Current English learner home languages across Oregon districts during 2024-25



The vast majority of current English learners were Latina/o/x.

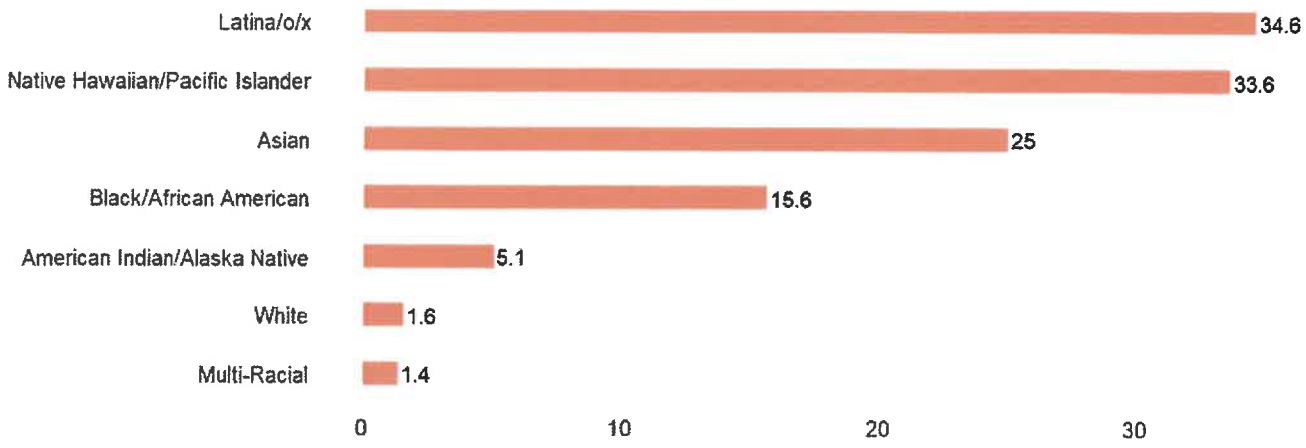
In the 2024-25 school year, Oregon served 64,525 current English learners (ELs), the vast majority of whom—49,555 students, or 76.8%, identified as Latina/o/x. This reflects the continuing trend in Oregon and nationally, where Latina/o/x students make up the largest share of the English learner population. Asian students comprised the second-largest racial/ethnic group among English learners at 8.7%, followed by White students at 7.4%. Other racial and ethnic groups were represented in smaller proportions: Black/African American students accounted for 3.3% of current English learners, while Native Hawaiian/Pacific Islander students made up 2.5%. Students who identified as multi-racial represented 0.9%, and American Indian/Alaska Native students accounted for 0.5% of the English learner population. These data highlight the linguistic and cultural diversity of Oregon's English learner community, while also emphasizing the high representation of Latina/o/x students in English learner programs. Understanding this demographic breakdown is important for tailoring supports, instructional models, and family engagement strategies that are responsive to students' backgrounds and needs. It also underscores the importance of culturally and linguistically responsive practices, especially for the groups that make up smaller shares of the English larner population and may face different access or inclusion challenges in school systems.

Figure 8. Percentage of Current English learners by race/ethnicity in 2024-25.



It is also important to note that most Latina/o/x students in Oregon were not current English learners. In fact, according to Figure 9, only 34.6% of Latina/o/x students were current English learners in 2024-25. Moreover, 33.6% of Native Hawaiian/Pacific Islander students were current English learners.

Figure 9. Percentage of each racial/ethnic group who were Current English learners in 2024-25.



Section 2: Participation in Targeted Programs

Schools and districts deliver a range of programs that aim to address the needs of particular groups of students. These include students experiencing economic disadvantages (previously measured via free and reduced price meals), special education, migrant education, and TAG programs. Most of these programs receive some federal funding; however, TAG programs receive only state funding. This section of the report describes the participation of English learners in each of these programs during the 2024-25 school year.

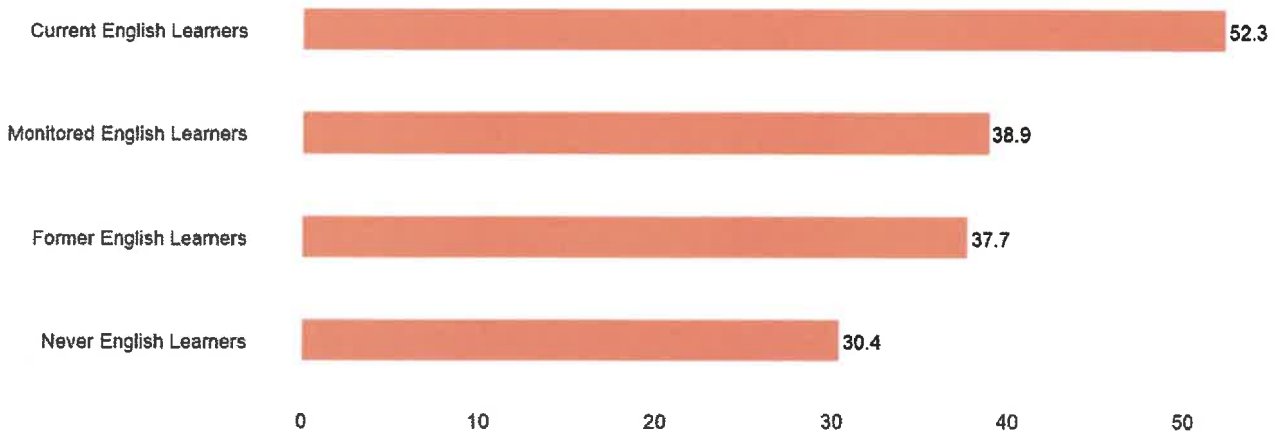
Students Experiencing Poverty

Prior to the 2023-24 school year, the identification of economically disadvantaged students relied on their eligibility for free and reduced price (FRP) school meals. FRP, however, provides an imprecise measure, since some eligible students and families never apply to the program. In addition, following the COVID-19 pandemic, some schools have continued to allow meals to be served at no cost to all students, further invalidating FRP as a reliable measure for determining students experiencing economic disadvantages (English Learners in Oregon Report, 2024).

Since the 2023-24 school year, ODE began adopting a new composite indicator, replacing FRP, called "Students Experiencing Poverty" (SEP, Oregon Statewide Report Card, 2024). SEP includes those students that experienced one or more disadvantages, including receiving Supplemental Nutrition Assistance (SNAP) or Temporary Assistance for Needy Families (TANF) benefits, being in foster care, experiencing homelessness, or receiving migrant education services.

Figure 10 illustrates the percentage of students identified as experiencing poverty within four English learner groups for the 2024-25 school year. The data reveal that Current English Learners are the most affected, with 52.3% identified as experiencing poverty, followed by Monitored English Learners (38.9%) and Former English Learners (37.7%). The group with the lowest SEP rate is Never English Learners, at 30.4%.

Figure 10. Percentage of Current, Monitored, Former, and Never English learners experiencing poverty in 2024-25.



Special Education

Students who are current English learners and receive special education services and supports are known as dual-identified students, since they receive instruction, supports, and services from two programs (i.e., English language development and special education).

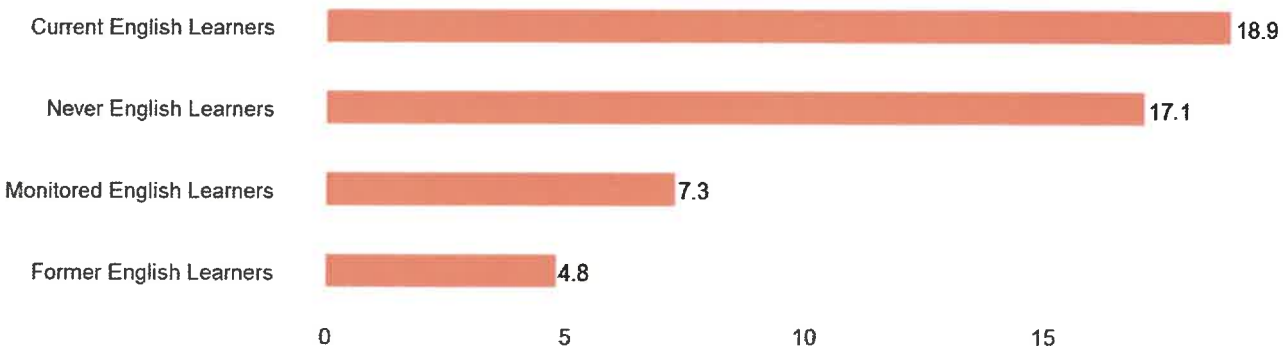
There is some concern in the field about the difficulty of accurately identifying current English learners who may need special education services and supports. Because students are simultaneously developing English proficiency and academic skills, it can be challenging to distinguish language acquisition processes from disability-related needs. As a result, some students may be incorrectly identified for special education services, while others with genuine disabilities may not be identified in a timely manner. These identification

challenges are present not only in Oregon but across the U.S. (Artiles & Ortiz, 2002; Hamayan, Marler, Sanchez Lopez, & Damico, 2007; Umansky, Thompson, & Díaz, 2017).

Current English learners received special education services and supports at a higher rate.

Figure 11 shows the percentage of English learner subgroups receiving special education services in Oregon during the 2024-25 school year. Current English learners had the highest rate at 18.9%, followed by never English learnersLs at 17.1%. Monitored English learners and former English larners had lower rates, at 7.3% and 4.8%, respectively. While current English learners had a slightly higher rate of special education participation than never English learners, the two groups had broadly similar rates. In contrast, fFormer and monitored English learners had substantially lower rates. These patterns highlight the importance of careful evaluation practices to distinguish language acquisition needs from disability-related needs.

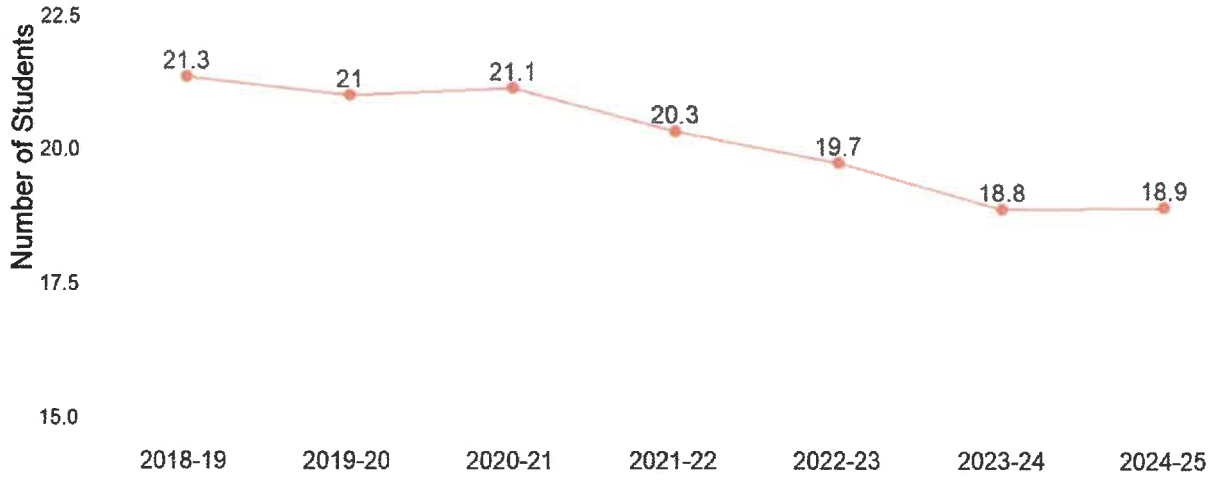
Figure 11. Percentage of Current, Monitored, Former, and Never English learners receiving special education services and supports in 2024-25.



The percentage of current English learners receiving special education decreased in 2024-25.

In 2024-25, 12,187 current English learners (18.9%) were receiving special education supports and services. Despite their higher rate of identification for special education services, the percentage of current English learners receiving special education services and supports remained relatively stable compared to the previous year, increasing slightly from 18.8% in 2023-24 (see Figure 12).

Figure 12. Percentage of Current English learners receiving special education services and supports (2018-19 to 2024-25).



Most current English learners with a disability in 2024-25 had a Specific Learning Disability (3,748 students) or a Speech/Language Impairment (2,625 students) as their primary disability. Other primary disabilities, with 100 or more current English learners in 2024-25, included Autism Spectrum Disorder, Other Health Impairments, Developmental Delay, Intellectual Disability, Emotional Behavior Disability, and Deaf or Hard of Hearing (see Table 6). It is also worth noting that 4.1% (2,625 students) of dually identified current English learners reported a Speech/Language Impairment, which remains over 1 percentage point higher than the rate observed among never English learners (about 3.0%).

Table 6. Primary disabilities involving 100 or more current English learners in 2024-25.

Disability Type	Number of Current English Learners	Percent of Current English Learners
Specific Learning Disability	3,748	5.8
Speech/Language Impairment	2,625	4.1
Autism Spectrum Disorder	1,459	2.3
Other Health Impairments	1,161	1.8
Developmental Delay 3-9yr	881	1.4
Intellectual Disability	697	1.1
Emotional Behavior Disability	290	0.4
Deaf or Hard of Hearing	174	0.3

Migrant Education

Some English learners also participate in migrant education programs. Students ages 3-21 can qualify for Title I-C migrant education programs (MEP) if they or their parents are engaging in qualifying agricultural or fishing work, and they have moved within the past 36 months to obtain or seek this type of work. Many migrant

children experience poverty, and when they move, they confront the challenges of having to adjust to different teachers with different instructional approaches and materials, as well as building new social connections. The intent of migrant education programs is to ensure that migrant children receive the support that addresses their unique situations and can receive supports necessary to succeed academically.

Over 9% of current English learners received services from Migrant Education Programs in 2024-25.

Oregon has one of the largest migratory student populations nationally. As of the first school day in May 2025, 5,869 current English learners participated in MEPs. That number translates to 9.1% of all current English learners. It also means that more than half (63.2%) of the 9,287 students in MEPs were current English learners in 2024-25. Moreover, 15.6% of students in MEPs were former English learners, and 11.2% were monitored English learners. Overall, 90% of the 9,287 students who were identified for services from MEPs were ever English learners.

During the 2024-25 school year, Oregon's MEP was administered by 18 local subgrantees, known as MEP Regions. This program is federally funded through Title I, Part C for migrant education, and regional programs receive federal funds based on federal and state allocation formulas for the local identification of migratory students and provision of MEP services in approximately 117 districts across the state. In 2024-25, Salem-Keizer SD had the largest number of migratory English learners in the state, with 958 students, followed by Southern Oregon ESD, which had 803 migratory English learners (see Table 7).[7]

[7] In the 2024-25 school year, Oregon identified a total of 12,810 migratory students for the Migrant Education Program, as identification and provision of services with Title I-C funds continue throughout the summer session.

Table 7. Regions that participated as subgrantees of migrant education programs as of the first school day in May 2025.

MEP Regions	Current English Learners identified for MEP
Salem-Keizer SD	958
Southern Oregon ESD	803
Intermountain ESD	622
Willamette ESDL/Linn/Benton/Lincoln/Polk/Yamhill Counties	431
Woodburn	405
Lane ESD/Douglas County	371
Forest Grove SD	300
Hillsboro SD	278
Hood River County	254
High Desert ESD/ Wheeler Counties	248
Columbia George ESD	229
Beaverton SD	229
East Multnomah County	203
Clackamas ESD	176
Ontario/Annex SDs	154
Northwest Regional ESD/Carlton SD	105
Nyssa	91
Non-project Areas	12

Talented and Gifted

Research suggests that multilingual learners may possess strengths and talents that are not always recognized through traditional gifted identification processes. Nationally, English learners have historically been underrepresented in gifted and talented programs, prompting researchers and educators to examine more equitable approaches to identifying gifted potential among multilingual learners (Mun et al., 2021). Understanding participation in TAG programs among English learners can help districts ensure that advanced learning opportunities are accessible to all students. The state requires that all school districts establish policies and procedures to identify students to participate in Talented and Gifted (TAG) services[8]. These students may have high general intelligence and/or demonstrate unusual academic ability in one or more particular areas (Gubbins et al., 2020). State law requires districts to develop a TAG plan to provide programs and services beyond regular school programs in order to ensure that eligible students can develop and realize their potential (OAR 581-022-2500).

Correctly identifying students for TAG programs and providing specialized services is important because multilingual learners may demonstrate giftedness in ways that are not always recognized through traditional

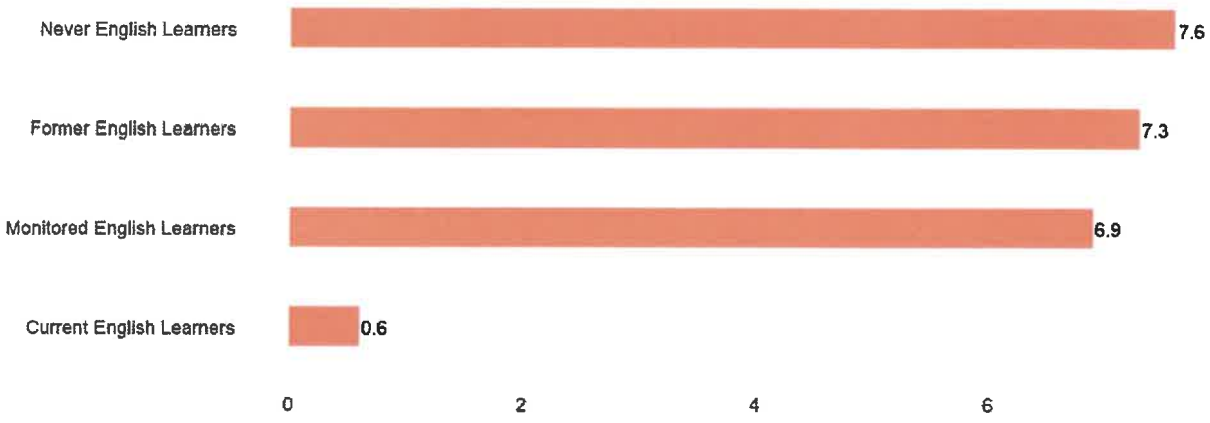
[8] These instructional services mainly include services to students identified as TAG in general education classrooms (push-in/full inclusion).

identification processes. English learners may be overlooked for TAG services when language proficiency is mistaken for a lack of advanced academic potential, resulting in underrepresentation in gifted programs (Mun et al., 2021). Ensuring equitable identification practices helps districts recognize the strengths, talents, and academic potential of multilingual learners and provide them with appropriate advanced learning opportunities. Findings from ODE suggest that approximately 10% of TAG students drop out of high school (Allen, 2016).

Current English Learners were rarely identified for TAG Services.

According to Figure 13, 7.6% of never English learners (34,311 students) were identified for TAG services in 2024-25. While 7.3% of former English learners were identified (1,583 students), 6.9% of monitored English learners were identified (1,123 students), and only 0.6% of current English learners were identified for TAG programs in 2024-25 (397 students). Never English learners were over 12 times more likely to be identified for TAG programs than current English learners in 2024-25.

Figure 13. Percentage of Current, Former, Ever, and Never English learners who participated in a TAG program in 2024-25.



Section 3: Language Development and Performance on State Assessments

Students who are current English learners have to develop proficiency in English. In addition, and at the same time, they must learn all the same academic content as never English learners in Oregon. This section of the report provides data about English language proficiency and academic outcomes of current English learners (with comparisons to former, ever, and never English learners).

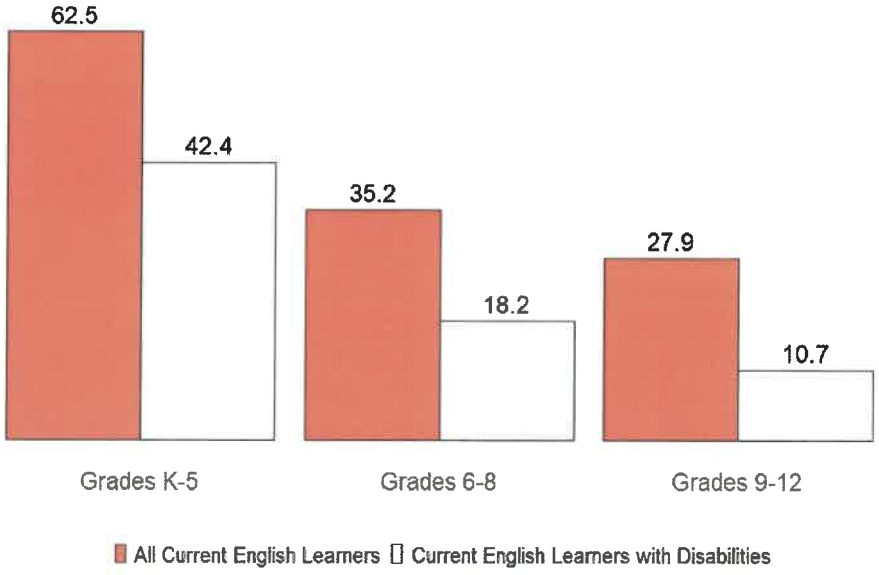
Progress Towards English Language Proficiency

Title I-A of the Every Student Succeeds Act (ESSA) requires current English learners to take an English language proficiency assessment (ELPA) annually. The ELPA measures a student's proficiency in the domains of listening, reading, speaking, and writing. Students who demonstrate proficiency on all four ELPA domains are ready to exit the ELD program. Since 2017-18, ODE monitors whether current English learners are on track to attain English language proficiency using a trajectory expectation model. Under this model, most current English learners are expected to attain English language proficiency within seven years, while

students with disabilities and/or limited or interrupted formal education are expected to attain proficiency within eight years. Current English learners are on track if their current ELPA domain performance meets or exceeds trajectory expectations given (1) initial ELPA domain performance, (2) years identified as a current English learner, and (3) disability and/or interrupted formal education status. These expectations are in line with trajectory expectations indicated by research on English learners (see Hakuta, Goto Butler, & Witt, 2000; Robinson, Cimpian, Thompson, & Umansky, 2016; Umansky & Reardon, 2014), as well as students with limited or interrupted formal education (SLIFE) and dual-identified English learners (see Burke, Morita-Mullaney, & Singh, 2016; Conger, 2009; Kieffer & Parker, 2016; Thompson, 2015; Umansky & Reardon, 2014). Interested readers are also referred to Oregon's ESSA Consolidated State Plan (2017, pp. 43-44) for additional information regarding Oregon's trajectory expectations.

As illustrated in Figure 14, as grade level increases, the percentage of current English learners on track to attain English language proficiency decreases from 62.5% in elementary school grades to 27.9% in high school grades. Furthermore, the same pattern is evident for current English learners with disabilities, where the percentage decreases from 42.4% in elementary school grades to 10.7% in high school grades. To some extent, the decrease in the percentage of current English learners on track to attain English language proficiency from elementary to high school grades is not surprising due to the annual exiting of current English learners and the annual enrollment of new English learners. This has a considerable impact on the composition of current English learners across grade levels. Thus, inferences and comparisons across grade levels and between groups of current English learners (e.g., those with and without disabilities) must be made with caution.

Figure 14. Percentage of all Current English learners and Current English learners with disabilities on track to attain English language proficiency by elementary (K-5), middle (6-8), and high school grades (9-12) in 2024-25.



Long-term current English learners made up 22.5% of all current English learners.

ODE defines a long-term current English learner as a student who receives English language instruction, supports, and services in an ELD program for more than seven years. Parents and communities have concerns about the ability of Oregon's schools and districts to ensure current English learners attain English language proficiency and exit an ELD program within an appropriate amount of time. Current English learners who are unable to meet proficiency expectations after a period of time are known as long-term current English learners. In Oregon, the current average number of years in the English learner program is over 4.6 years (i.e., about 4 years and 8 months).

In 2024-25, most current English learners (77.5%) were not long-term English learners; however, this means that 22.5% of current English learners received English language instruction, supports, and services for more than seven years, which is similar to 2023-24 (23%). This is a concern because slower development of English language proficiency is highly predictive of other academic challenges (Menken & Kleyn, 2009; Danahy Ebert & Reilly, 2022). An important point to consider is the ability of Oregon's schools and districts to meet the needs of current English learners. This is particularly salient given that 39.4% of current English learners with disabilities in 2024-25 were long-term English learners.

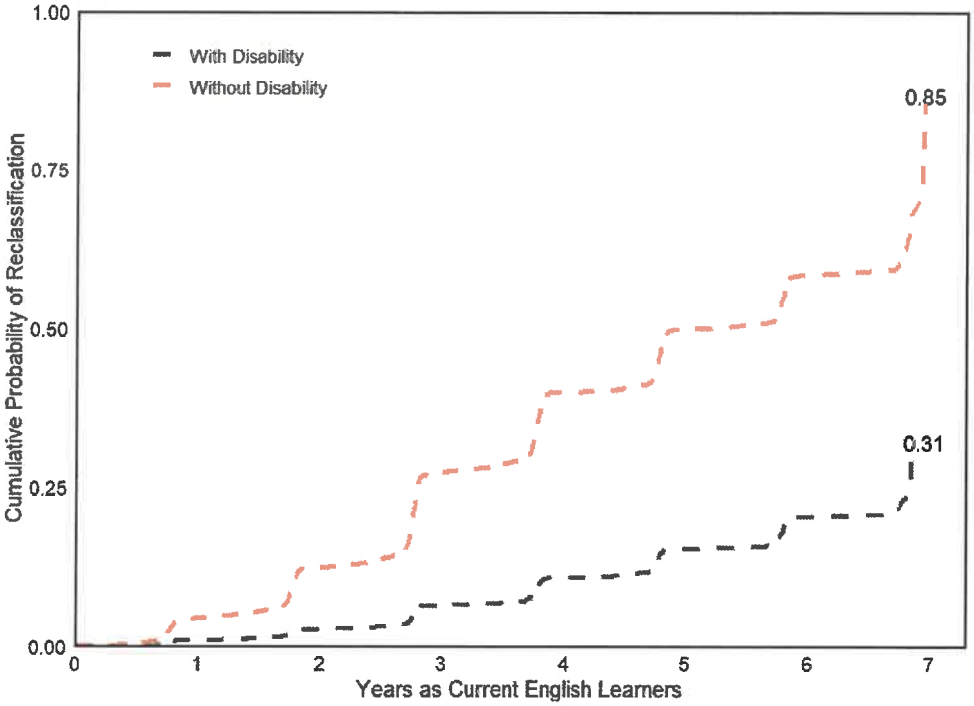
Approximately 31% of current English learners receiving special education services and supports developed English language proficiency in seven years.

It is also useful to look at the development of English language proficiency from another angle, namely, what proportion of current English learners develop proficiency within a particular amount of time?

This measure uses data for all current English learners who received English language instruction, supports, and services in an ELD program in 2024-25 regardless of the length, start, or end of enrollment. While most of the data in this report rely on the first school day in May 2025 as a snapshot, this measure includes all current English learners (even those not enrolled on the first school day in May 2025).

Figure 15 addresses this question for current English learners with and without disabilities. For current English learners without disabilities who began receiving English language instruction, supports, and services on or after July 1, 2018, the probability of reclassification (i.e., attaining English language proficiency and exiting an ELD program) after seven years is 0.85 (or 85%). That is, 85% of the current English learners without disabilities attained English language proficiency and exited English learner services in seven years. On the other hand, 31% of current English learners with disabilities attained English language proficiency and exited an ELD program in seven years. Succinctly put, English learners without a disability are, on average, nearly three times as likely to exit the English learner program in seven years than their English learner peers with a disability.

Figure 15. Probability of reclassification for Current English learners with and without disabilities after seven years (July 1, 2018 to June 30, 2025).



Performance on English Language Arts and Mathematics Assessments

Each year, all Oregon students in grades 3–8 and 11 take state assessments in English language arts (ELA) and mathematics. These assessments are a key measure of academic progress and help inform Oregon's statewide educational goals and accountability targets. In particular, literacy achievement is closely tied to Oregon's efforts to improve 3rd grade reading outcomes and long-term student success. ELA is assessed only in English, which may present additional challenges for English Learners who are still developing English proficiency. The math assessment is offered in English with language access supports available to eligible students[9].

Oregon has established statewide performance growth targets for the 2029-30 school year, including 82.0% for K-2 attendance, 78.3% for K-12 attendance, 52.6% for 3rd grade ELA proficiency, 52.0% for 8th grade mathematics proficiency, 94.9% for 9th grade on-track status, 92.3% for four-year graduation, and 95.4% for five-year completion. These targets provide a statewide benchmark for evaluating progress toward Oregon's long-term educational goals.

[9] It is worth noting that state mathematics summative tests allow for a Spanish-English toggle feature that may be set up by test administrators upon request prior to the test.

Former ELs outperformed or matched never ELs in ELA in early grades, while current ELs met state standards at significantly lower rates across all grades.

Consistent with Oregon Senate Bill 141, the Education Accountability Act, Figure 16 now includes ELA results for Grade 3 in addition to elementary, middle, and high school grades.

According to Figure 16, across all grade levels, current English learners had the lowest percentage of students meeting or exceeding standards, with only 6.3% in Grades 3-5, 6.0% in Grade 3, 4.1% in Grades 6-8, and 4.6% in Grade 11.

Former English learners, on the other hand, performed significantly better, especially in Grades 3-5, where 79.9% met or exceeded standards, the highest percentage across all groups and grade spans. This performance exceeded Oregon's 2029-30 statewide target of 52.6% for 3rd grade ELA proficiency. Although performance declined in later grades, with 50.5% in Grades 6-8 and 39.3% in Grade 11, former English learners continued to outperform current and monitored English learners.

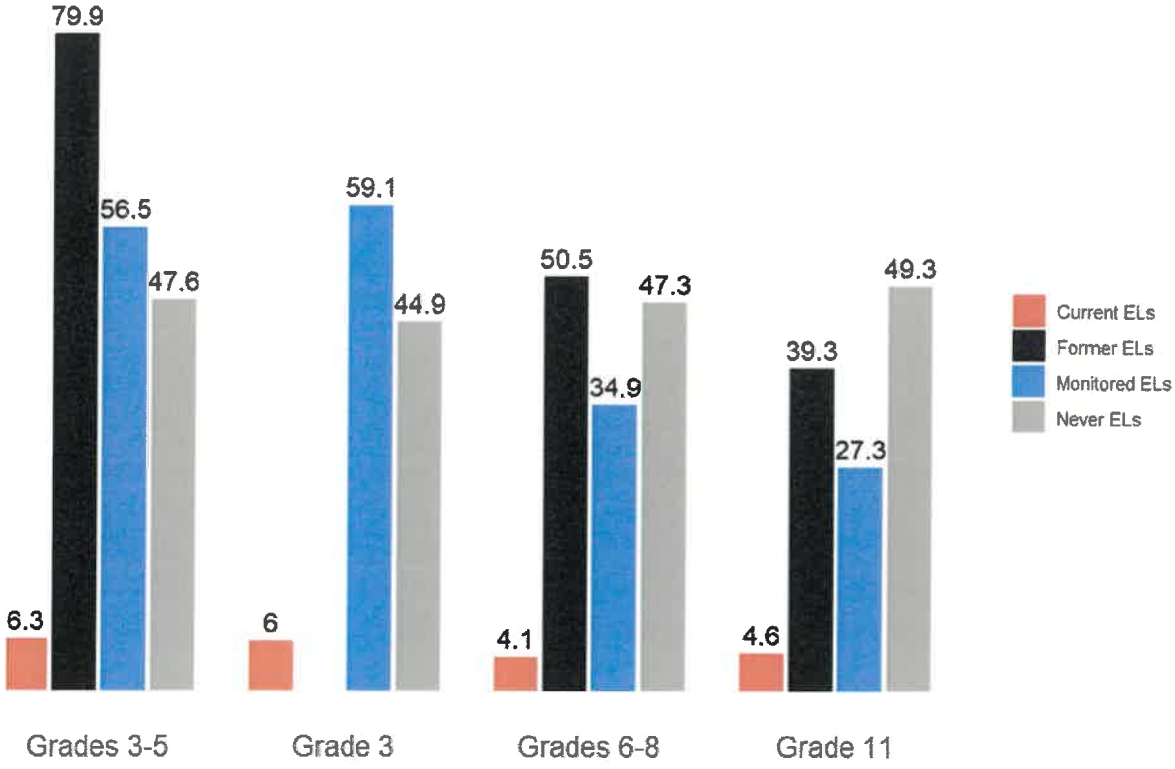
Monitored English learners who were reclassified from English learner status within the past four years demonstrated moderate performance. In Grades 3-5, 56.5% met or exceeded standards, increasing to 59.1% in Grade 3, before declining to 34.9% in Grades 6-8 and 27.3% in Grade 11. This downward trend suggests that some reclassified English learners may struggle to maintain academic proficiency as curriculum demands increase.

Never English learners generally outperformed current and monitored English learners but underperformed former English learners in elementary and middle school grades. Their percentages remained relatively stable across grade spans: 47.6% (Grades 3–5), 44.9% (Grade 3), 47.3% (Grades 6–8), and 49.3% (Grade 11).

Overall, the data indicate that current English learners face the greatest challenges in ELA, while former English learners, particularly in elementary grades, demonstrate higher rates of proficiency than other English learner groups and, in some cases, their never English learner peers. Relative to Oregon's 2029-30 statewide target of 52.6% for 3rd grade ELA proficiency, performance varied considerably across English learner groups, with former English learners in Grades 3-5 exceeding the target and current English learners remaining below it. These patterns highlight persistent differences in outcomes across student groups and underscore the importance of continued efforts to improve literacy achievement for English learners.[10]

[10] In addition to state assessments, in the 2024 National Assessment of Educational Progress (NAEP) ELA assessment in Oregon, English learners showed significantly lower performance compared to all students. In 4th grade, only 1% of ELs reached proficiency, compared to 19% of all students, and 93% of ELs scored below basic. In 8th grade, 1% of ELs were proficient, with 86% scoring below basic, while 24% of all students were proficient.

Figure 16. Percentage of Current, Monitored, Former, and Never ELs meeting or exceeding state standards in English language arts in elementary, middle and high school, 2024-25[11]



In Math, Former ELs outperformed Never ELs in elementary and middle school grades, while Current ELs met standards across all grade levels at substantially lower rates.

Figure 17 now includes results for Grade 8 in addition to elementary, middle, and high school grades, which is one of Oregon's key student outcomes for accountability.

Based on Figure 17, across all grade levels, current English learners consistently exhibited the lowest achievement in mathematics. Only 7.0% of current English learners in Grades 3-5 met or exceeded standards, and this percentage declined sharply to 3.1% in Grades 6-8, 2.7% in Grade 8, and 2.4% in Grade 11. This trend highlights the significant challenges faced by current English learners in mastering mathematical concepts and navigating the language demands of mathematics assessments administered in English.

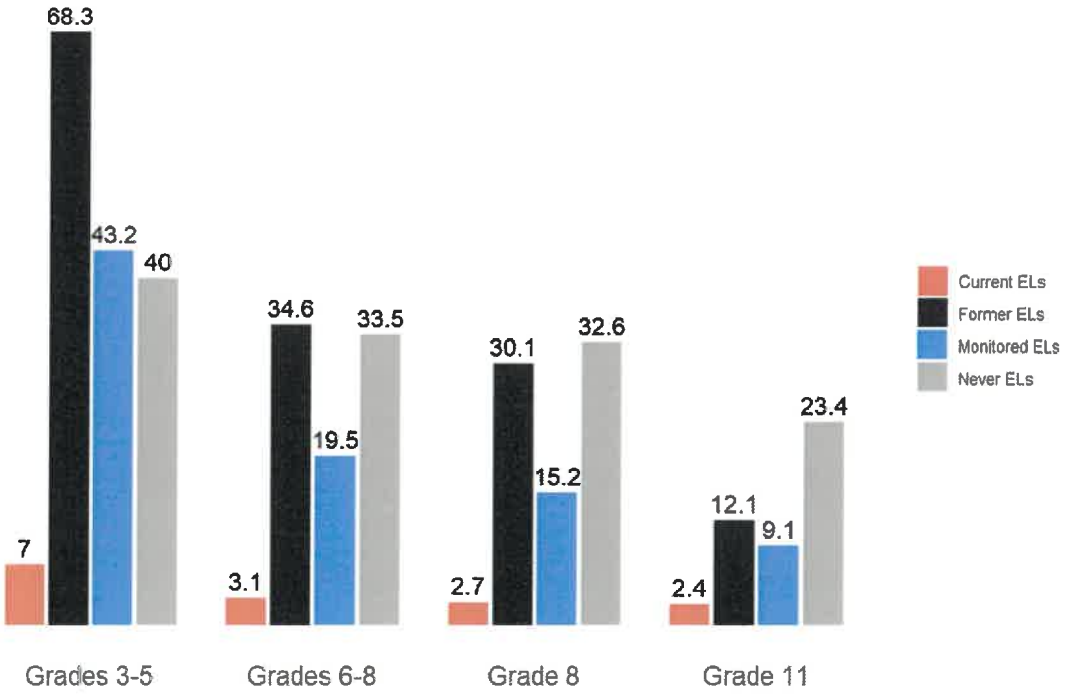
[11] In this chart, the group "current EL" includes only students who were classified as current ELs at the time of testing. In some other state accountability reports, the performance of current and recently reclassified ELs are reported together.

Former English learners showed relatively strong performance, especially in elementary grades, where 68.3% met or exceeded standards—surpassing all other groups. However, their performance declined with grade level, dropping to 34.6% in Grades 6-8, 30.1% in Grade 8, and 12.1% in Grade 11. This pattern suggests increasing challenges in maintaining mathematics achievement as academic expectations become more rigorous.

Monitored English learners who recently exited English learners status outperformed current English learners at every grade level but did not consistently surpass never English learners. In Grades 3-5, 43.2% of monitored English learners met standards, compared to 40.0% of never English learners. However, this advantage disappeared in later grades, with monitored English learners trailing never English learners in Grades 6-8 (19.5% vs. 33.5%), Grade 8 (15.2% vs. 32.6%), and Grade 11 (9.1% vs. 23.4%).

Overall, the data reveal a persistent achievement gap in mathematics for current English learners and indicate that early gains among former and monitored English learners may diminish over time, highlighting a need for sustained academic support throughout students' educational trajectories.[12].

Figure 17. Percentage of Current, Monitored, Former, And Never ELs meeting or exceeding state standards in mathematics in elementary, middle and high school, 2024-25[13]



[12] In addition to state assessments, the 2024 National Assessment of Educational Progress (NAEP) for Oregon, English learners (ELs) scored significantly lower than all students. In 4th grade, only 4% of ELs reached the proficient level compared to 25% of all students, with 70% of ELs scoring below basic. The disparity was even greater in 8th grade: just 1% of ELs were proficient, while 90% scored below basic, compared to 45% of all students.

[13] Also in this chart, the group "current EL" includes only students who were classified as current ELs at the time of testing.

Section 4: Attendance, Progress toward Graduation, Graduation, and Beyond

This section of the report examines several important outcomes for English learners. These are attendance, 9th grade progress towards graduation, four-year graduation, earning a Seal of Biliteracy/Multiliteracy, and post-secondary enrollment.

Regular Attendance

In recent years, researchers and educators alike have devoted increasing attention to ensuring students attend school on a regular basis. Research has shown that even moderate levels of absenteeism can have a profound impact on students' grades, performance on standardized assessments, graduation rates, and success in college (Allensworth & Evans, 2016; Ginsburg, Jordan, & Chang, 2014). In Oregon, students exhibit "regular attendance" at school if they attend more than 90% of school days during the school year.

Current English learners consistently have lower rates of regular attendance across all grade levels, with engagement declining considerably in high school.

Consistent with Oregon Senate Bill 141, Figure 18 includes regular attendance rates for K-2 and K-12 students (common metrics for statewide performance) in addition to elementary, middle, and high school grades.

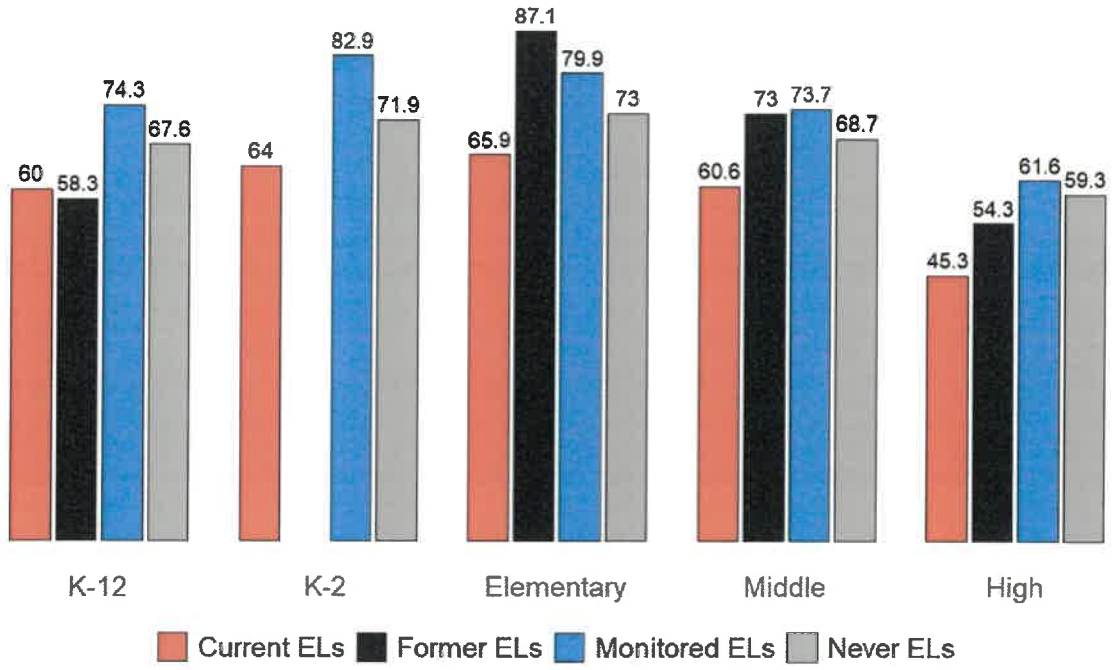
As shown in Figure 18, current English learners consistently exhibited the lowest rates of regular attendance compared to former, monitored, and never English learners, beginning with 65.9% in elementary school, declining to 60.6% in middle school, and reaching a low of 45.3% in high school. Across all grades (K-12), only 60.0% of current English learners were regular attenders.

Former monitored English learners demonstrated the highest rates of regular attendance in elementary and middle school, with former English learners leading at 87.1% in elementary school and 73.0% in middle school. Monitored English learners followed closely with 79.9% and 73.7%, respectively. In K-2 grades, monitored English learners had the highest attendance rate at 82.9%.

By high school, attendance declined across all groups, but former English learners (54.3%) and monitored English learners (61.6%) still maintained higher attendance rates than current English learners. Never English learners showed a steadier attendance pattern, with 73.0% in elementary school, 68.7% in middle school, and 59.3% in high school.

Overall, the data highlight the need for targeted attendance interventions, particularly for current English learners—whose engagement appears to decrease most significantly in secondary school. Supporting this group with culturally and linguistically responsive attendance strategies may be critical to improving long-term educational outcomes (also see the section on *sense of belonging*).

Figure 18. Percentage of Current, Monitored, Former, and Never English learners regularly attending school by elementary (K-5), middle (6-8), high school (9-12), K-2, and K-12 grades in 2024-25



On Track to Graduate

Around the country, states and districts track whether students in the 9th grade are on track to graduate within four years[14]. They do this because 9th grade is a critical year for determining whether students will ultimately graduate from high school; identifying students who are not on track allows schools to provide supports and interventions to help keep students in school and progressing towards graduation. Note that In Oregon, students in the 9th grade are on track to graduate if they earn at least six credits or 25% of the credits their district requires for graduation. However, one should note that ODE's data only captures the number of credits earned and not the specific courses associated with those credits. From 2021-22 to 2024-25, a higher percentage of former and never English learners were on track to graduate compared to current English learners.[15]

Former EL Students Show Strong and Consistent Growth in Ninth-Grade On-Track Rates

According to Figure 19, across all years, former English learner students consistently outperformed current and never English learner students in terms of being on track to graduate. Their rates increased steadily from

[14] Note that the data in for 9th grade on track defines former English learners as multilingual students who attained English language proficiency and exited an ELD program which also includes monitored English Learners.
[15] Data representing the percentage of current, former, and never English learners who were on track to graduate in ninth grade were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of data collections that either capture the specific data or support the calculation of this measure at the district and state levels).

83.8% in 2021-22 to 89.5% in 2024-5, marking a 5.7 percentage point increase over four years. While this rate remains below Oregon's statewide 2029-30 target of 94.9% for 9th grade on-track status, the upward trend reflects substantial progress toward that goal.

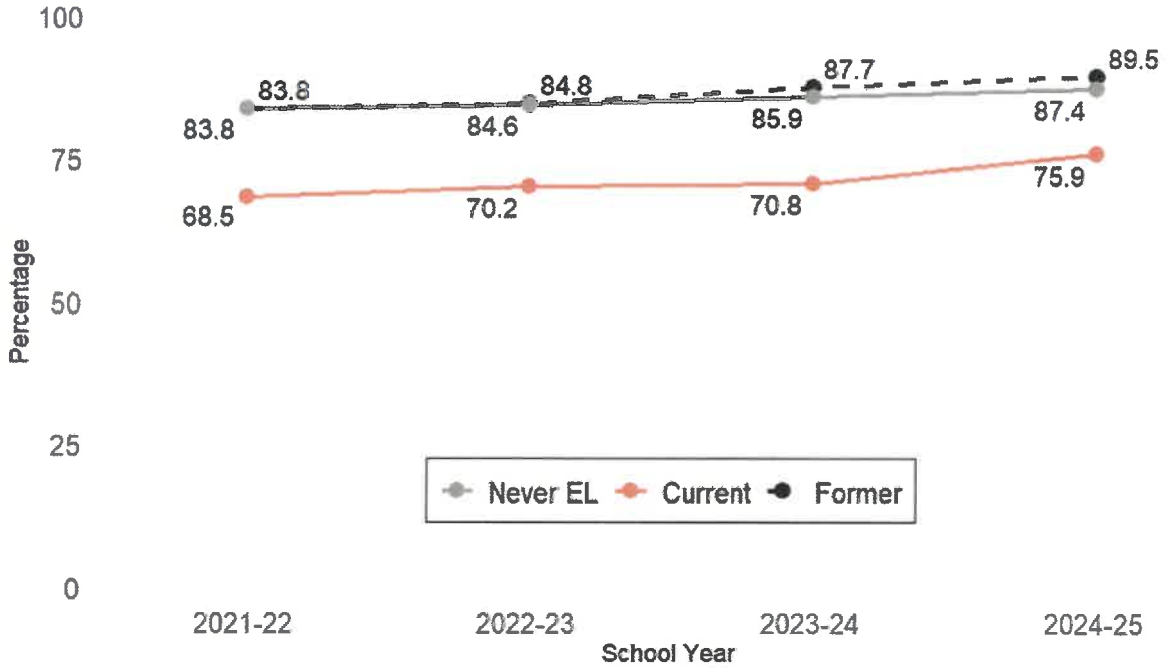
Never English learner students also demonstrated consistent improvement, increasing from 83.8% in 2021-22 to 87.4% in 2024-25. Although the two groups had identical rates in 2021-22, former English learners maintained a slight advantage in subsequent years, highlighting the strong performance of the former English learner group.

Current EL Students Increased Their On-Track Rates by More Than Seven Percentage Points

Current English learner students had the lowest on-track rates across all years, though they showed improvement from 68.5% in 2021-22 to 75.9% in 2024-25, a 7.4 percentage point gain. While this progress is encouraging, the persistent gap between current English learners and the other two groups (approximately 12-14 percentage points in 2024-25) signals a continued need for targeted support and resources.

Overall, the data reveal positive trends for all groups, especially for former English learner students. While former English learner students reached 89.5% in 2024-25, all groups remained below Oregon's statewide 2029-30 target of 94.9% for 9th grade on-track status. The persistent disparities between current English learner students and their peers highlight the importance of continued efforts to improve graduation readiness and support equitable outcomes for English learners.

Figure 19. Percentage of 9th grade Current, Former, and Never English learners on track to graduate within four years (2020-21 to 2023-24).



Four-Year Graduation

ODE uses a cohort adjusted graduation rate to examine and monitor the percentage of students graduating within a specific number of years. The data for this section relies on the four-year cohort adjusted graduation rate for current, former, and never English learners. For the purposes of reporting graduation data to the public, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school, which, for cohort-adjusted graduation rates, also includes monitored English learners (see Cohort Graduation Rate Policy and Technical Manual, 2021).

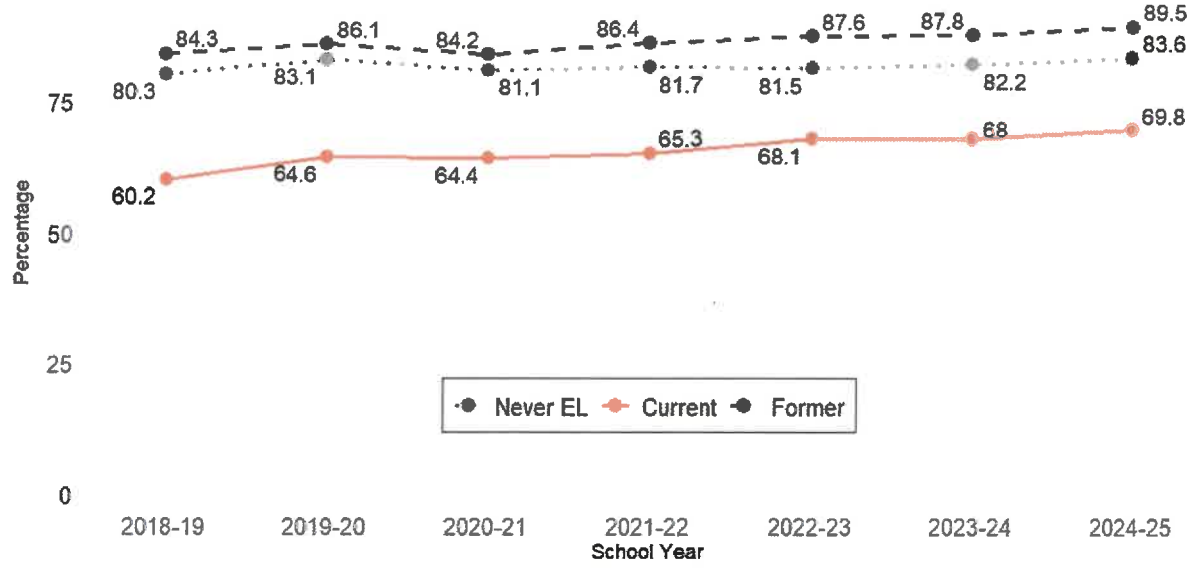
Former English learners graduated at rates similar to or better than never English learners; however, substantially fewer current English learners graduated in four years. According to Figure 20, former English learner students consistently had the highest graduation rates, increasing from 84.3% in 2018-19 to 89.5% in 2024-25. At the current rate of improvement, former English learner students would be expected to meet or exceed Oregon's 2029-30 statewide four-year graduation target of 92.3%. Their rates remained above those of other groups each year, reflecting strong long-term outcomes for students who have exited English learner services.

Never English learner students followed a relatively stable trend, with graduation rates ranging between 80.3% and 83.6%, ending at 83.6% in 2024-25. While graduation rates remained relatively high, they were still below Oregon's statewide 2029-30 target of 92.3% and consistently lower than those of former English learner students.

Current English learner students showed steady improvement, rising from 60.2% in 2018-19 to 69.8% in 2024-25; a 9.6 percentage point increase. While this represents meaningful progress, a large gap (nearly 20 percentage points) remains between current English learner and their peers, signaling persistent inequities.

Overall, the data suggest that while graduation outcomes have improved across all groups, former English learners outperform both their peers who never received services and those currently receiving them. Continued focus is needed to close gaps for current English learners and support equitable graduation outcomes.

Figure 20. Percentage of Current, Former, and Never English learners graduating within four years (2018-19 to 2024-25).



Five-Year Completer Rates

The five-year cohort completer rate is a measure of the percentage of students in an adjusted cohort who complete high school within five years, and is one of Oregon's common metrics for accountability under SB 141. Similar to the graduation rate, it tracks whether students successfully finish high school, but it uses a broader definition of completion. In addition to students earning a standard or modified diploma, the completer rate also includes students who earn other approved completion credentials, such as extended diplomas, adult high school diplomas, or GEDs. The adjusted cohort consists of students who first enrolled in high school together, plus students who transferred into the cohort, minus students who transferred out (Cohort Graduation Rate Manual, 2021).

Under SB 141, graduation and completion outcomes are included as part of the state's broader accountability framework focused on improving long-term student success. As part of this work, Oregon reports five-year

completion outcomes for English learner student groups, including current English learners, former English learners, and never English learners, within statewide accountability and reporting systems.

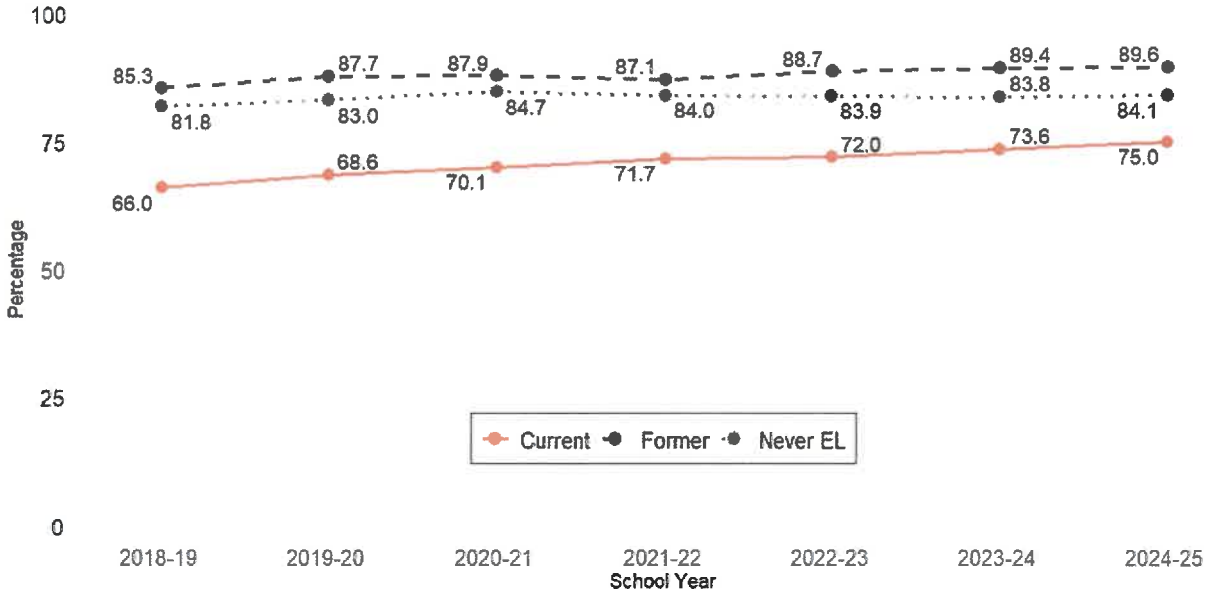
Figure 21 below presents Oregon's five-year completion rates for these groups from 2018-19 through 2024-25. Several important patterns emerge. Former English learners consistently had the highest completion rates across all years, increasing from 85.3% in 2018-19 to 89.6% in 2024-25. This indicates that students who successfully exited English learner services completed high school at very high rates over time.

Current English learners had substantially lower completion rates than former English learners, but demonstrated steady improvement throughout the period. Their five-year completion rate increased from 66.0% in 2018-19 to 75.0% in 2024-25, representing a 9.0 percentage point increase. This upward trend suggests a gradual improvement in high school completion outcomes among students who were still receiving English learner services.

Never English learner students also showed modest improvement over time, rising from 81.8% in 2018-19 to 84.1% in 2024-25. Across all years, never English learner completion rates remained below former English learner rates but above current English learner rates.

Overall, the data indicate that five-year completion outcomes improved over time, particularly among current English learners. However, substantial gaps between current English learners and former English learners remained across all years, highlighting the continued importance of academic, linguistic, and graduation supports for students who are still developing English proficiency while progressing through high school.

Figure 21. Five-year completion rates for Current, Former, and Never English learners (2018-19 to 2024-25).



Current English learners graduating in four and five years were more than twice as likely to receive a modified diploma.

Modified diplomas are designed for students who meet certain criteria listed in OAR 581-022-2010. Modified diplomas require fewer credits to graduate compared to a regular high school diploma. Among current English learners who graduated in four years in 2024-25, 9.5% received a modified diploma (see Table 8). By contrast, 2.0% of former English learners and 3.9% of never English learners who graduated in four years received a modified diploma.

In addition, among students who graduated in four years in 2024-25, current English learners were more than 2.4 times more likely to receive a modified diploma compared to never English learners. This ratio remained similar for cohorts that graduated in five years, where current English learners were more than twice as likely to receive a modified diploma than never English learners.

Table 8. Percentage of students receiving regular vs. modified diplomas

Student (Diploma Type)	Four-Year Cohort	Five-Year Cohort
Current English Learners (Modified)	9.5%	9.7%
Former English Learners (Modified)	2.0%	1.8%
Never English Learners (Modified)	3.9%	4.1%
Current English Learners (Regular)	90.5%	90.3%
Former English Learners (Regular)	98. 0%	98.2%
Never English Learners (Regular)	96.1%	95.9%

Oregon State Seal of Biliteracy/Multiliteracy

Multilingualism offers many cognitive, academic, and economic benefits. The Oregon State Seals of Biliteracy and Multiliteracy recognize student proficiency in two or more languages and are one of the local metrics districts may adopt under the Oregon's Education Accountability Act. Students are eligible to earn a Seal of Biliteracy or Multiliteracy if they:

- Meet all state and district graduation requirements, and
- Demonstrate ACTFL Intermediate High proficiency in listening, speaking, reading, and writing in any two or more languages.

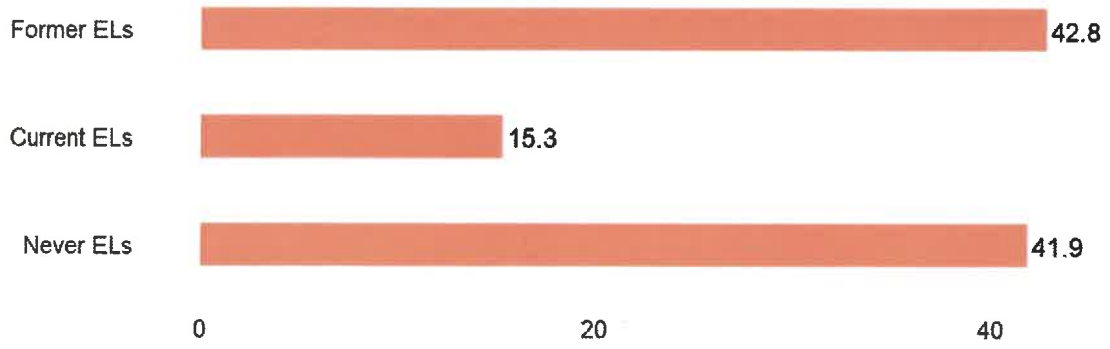
The data for this section relies on students who graduated in 2023-24 (and were part of the four-year cohort adjusted graduation rate) as the denominator in calculations. Moreover, this section will examine the count and percentage of current, former, and never English learners[16] who earned the Seal of Biliteracy in 2023-24.

[16] For the purposes of reporting Seal of Biliteracy data in this report, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during

Seal of Biliteracy Participation Highlights Opportunities to Better Recognize Multilingual Students

Of the 3,073 students who earned the Seal of Biliteracy or Multiliteracy in 2024-25, 42.8% were former English learners and 13.6% were current English learners. Although ever English learners represented a majority (58.1%) of Seal recipients, these findings also suggest that many multilingual students, particularly former English learners who have already demonstrated English proficiency, may not be earning the Seal. This may represent an opportunity to expand awareness, access, and participation in the Seal of Biliteracy program among eligible students.

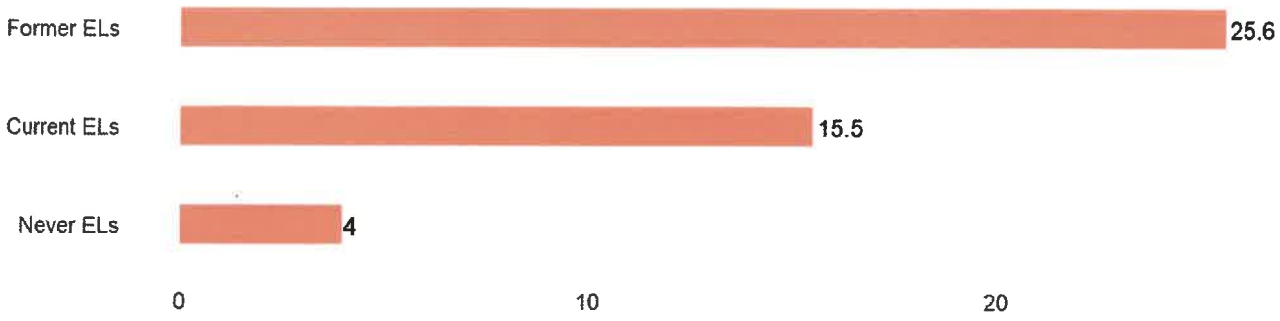
Figure 22. Percentage of Current, Former, and Never English learners graduating with the Seal of Biliteracy/Multiliteracy in 2024-25 (among all students who graduated with the Seal of Biliteracy)



According to Figure 23, among former English learners who graduated in 2024-25, 25.6% earned the Seal of Biliteracy. Moreover, 15.5% of current English learner graduates earned the Seal of Biliteracy in 2024-25. Among never English learners who graduated in 2024-25, 4.0% also earned the Seal of Biliteracy.

high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

Figure 23. Percentage of Current, Former, and Never English learners earning the Seal of Biliteracy in 2024-25 (among Current, Former, and Never English learner graduates).



Students earned the Seal of Biliteracy/Multiliteracy in a diversity of language combinations; however, English-Spanish was the most common combination.

Students who graduated with a Seal of Biliteracy (3,073 students) demonstrated proficiency in a combination of languages. English-Spanish was the most common combination of those languages (83%). Other notable combinations of languages in which students demonstrated their proficiency included English-French (4%), English-Japanese (4%), and English-Chinese (2%).

Ever English Learner Graduates Across Oregon Achieved Recognition for Biliteracy in 2024–25.

Table 9 highlights the Oregon districts with the highest numbers of ever English learner graduates earning the Seal of Biliteracy in 2024-25. Salem-Keizer SD 24J led with 235 students, followed by Woodburn SD 103 with 208 students, and Hillsboro SD 1J with 165 students. These districts had the highest numbers of ever English learner graduates earning the Seal of Biliteracy. Examining Seal attainment among ever English learners provides insight into how multilingual students are being recognized for demonstrating proficiency in English and at least one additional language. District-level participation varied, reflecting differences in the size of multilingual student populations as well as local implementation and participation patterns.

Table 9. Ten Oregon districts with the highest numbers of 2024-25[17] Ever EL graduates earning the Seal of Biliteracy.

District	Student Count	District	Student Count
Salem-Keizer SD 24J	235	North Clackamas SD 12	76
Woodburn SD 103	208	Bend-LaPine Administrative SD 1	76
Hillsboro SD 1J	165	Forest Grove SD 15	69
Beaverton SD 48J	140	Tigard-Tualatin SD 23J	55
Reynolds SD 7	83	Portland SD 1J	54

Postsecondary Enrollment

ODE annually examines and publicly reports the percentage of high school graduates who enroll in post-secondary education institutions in Oregon and across the U.S. (e.g., public and private, two-year and four-year, etc.). A post-secondary education affords students a wide range of advantages, including greater employment opportunities, financial security, opportunities to contribute to their community, and greater life satisfaction. For the current report, the data for this measure uses students who graduated in 2022-23 (and were part of the four-year cohort adjusted graduation rate) as the denominator in calculations. Moreover, this portion of the report examines the count and percentage of current, former, and never English learners[18] who enrolled in a post-secondary education institution within 16 months after graduation.

Never English learners were more likely to enroll in post-secondary education institutions than Current English learners; however, Former English learners had comparable post-secondary enrollment rates as Never English learners.

Figure 24 displays the percentage of current, former, and never English learners enrolling in post-secondary institutions within 16 months of high school graduation from 2017-18 to 2022-23.

Across all years, never English learners and former English learner students consistently had higher post-secondary enrollment rates than current English learner students. Never English learner students began at 62.6% in 2017-18 and declined steadily to 56.0% by 2022-23. Similarly, former English learners started at 61.5% in 2017-18 and decreased to 55.2% in 2022-23. Despite relatively small year-to-year fluctuations, both

[17] Note that the counts in this table reflect students who graduated in 2024-25 (and were part of the four-year cohort adjusted graduation rate) and earned the Seal of Biliteracy.

[18] For the purposes of reporting post-secondary enrollment data in this report, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

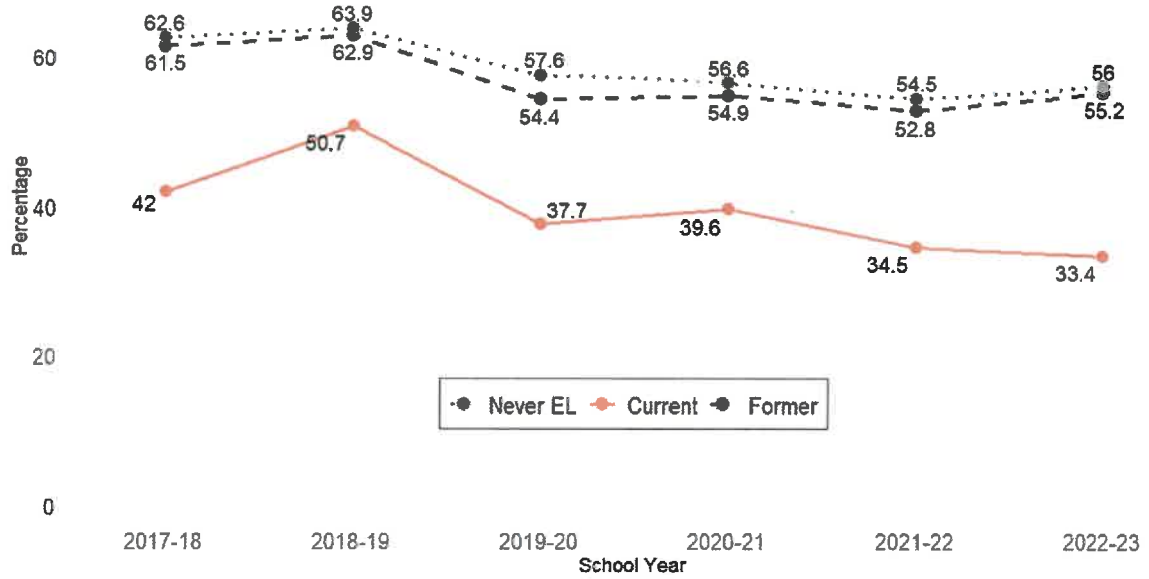
groups show a clear downward trend, reflecting an overall decline in post-secondary enrollment during this period.

Current English Learners faced the steepest decline in college enrollment, dropping nearly 9 percentage points since 2017–18.

Current English learner students consistently had the lowest enrollment rates and experienced the sharpest decline. From a starting point of 42.0% in 2017-18, their enrollment dropped to 33.4% by 2022-23—an 8.6 percentage point decrease. Notably, their rate peaked at 50.7% in 2018-19, briefly narrowing the gap, but then fell substantially in subsequent years. The COVID-19 pandemic likely exacerbated existing barriers to enrollment for this group, such as limited access to college guidance, financial challenges, and language-related hurdles.

By 2022-23, the gap between current English learners and their peers had widened considerably, particularly when compared to former English learners (21.8 percentage points). This suggests a pressing need for targeted supports to help current English learner students navigate the transition to post-secondary education and address the long-term decline in enrollment observed across all groups, especially newcomers who have significant gaps in their schooling.

Figure 24. Percentage of Current, Former, and Never English learners enrolling in post-secondary institutions within 16 months of high school graduation (2017-18 to 2022-23[19]).



[19] The latest year shown (2022-23) represents the school year in which students graduated from high school constituting the latest data for the current report.

Dual Language Bilingual Education Programs

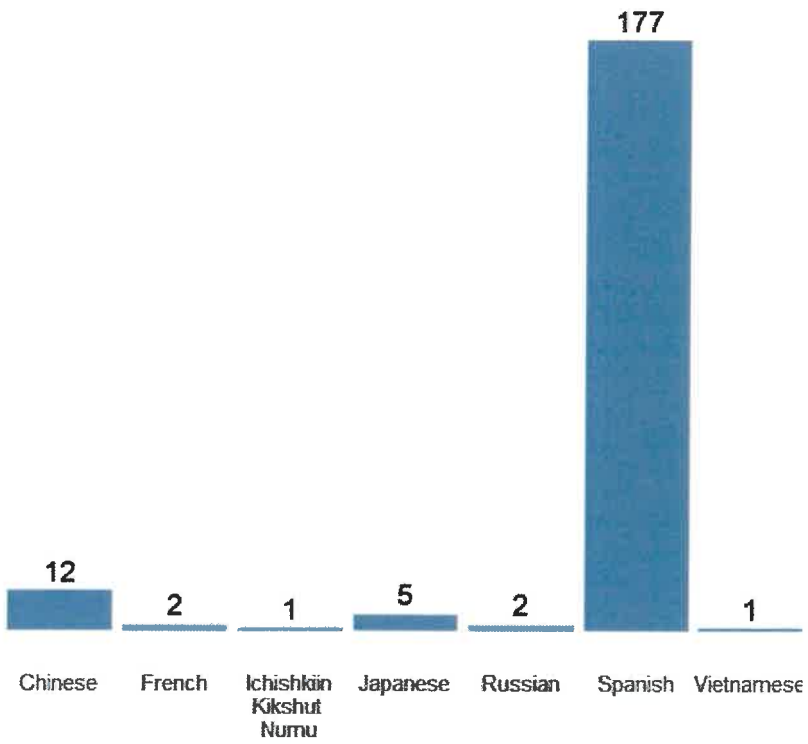
Dual Language Bilingual Education (DLBE) programs are a research-based approach to educating English learners that promote bilingualism, biliteracy, academic achievement, and cross-cultural understanding (Soltero, 2018). These programs provide instruction in both English and a partner language, allowing students to develop high levels of proficiency in both languages. For English learners, dual language education offers meaningful access to academic content while supporting continued development of their home language. Research consistently shows that English learners in DLBE programs outperform their peers in English-only settings on academic outcomes (Vazquez Cano & Motamedi, 2024). DLBE programs also have shown to be superior to other instructional models (e.g., Pull-out, ELD Class Period) in promoting English proficiency (Motamedi, et al., 2019). These programs also align with the state's goals for equity and inclusion by valuing multilingualism as an asset. Expanding access to high-quality dual language programs is a key strategy for supporting English learner success and a priority under Oregon's ML strategic plan.

Despite their empirical appeal, there is limited up-to-date information available about DLBE programs in Oregon. While a valuable DLBE directory was publicly introduced in 2023 by Oregon State University (OSU), the information it contains reflects an earlier snapshot of program features and may not fully represent recent developments. To address this, ODE recently launched an effort to update OSU's directory. This involved reaching out to multilingual program leaders across the state and inviting them to review and revise their program data. The following provides a brief overview of the languages and school types represented among the 200 schools across 38 school districts offering DLBE programs, based on the DLBE directory.

In Oregon, DLBE programs are available in multiple partner languages.

As shown in Figure 25, DLBE programs in Oregon span seven distinct partner languages. Of the 200 DLBE programs across the state, Spanish is used as the partner language in 177 programs, accounting for 88.5% of all DLBE offerings. The second most common partner language is Chinese, featured in 12 programs, representing 6.0% of the total. Japanese is used in five DLBE programs statewide (2.5%). French and Russian are each used in two programs (1.0% each), while Vietnamese and Ichishkiin Kiksht Numu are each represented in one program statewide (0.5% each).

Figure 25. Distribution of DLBE programs by partner languages (2024-25).



DLBE programs are offered in various school types.

The distribution of these programs by school type is presented in Table 10. This wide coverage reflects both the diversity of student populations and district-specific strategies for promoting bilingualism.

The majority of DLBE offerings are found in elementary schools, with 101 schools, representing 50.5% of all DLBE program offerings statewide, serving as the foundational entry point for dual language education.

Middle schools account for 40 of the 200 DLBE program offerings, or 20.0% of the total. These programs frequently serve as the second stage of a K-12 pathway, continuing language and content instruction in the partner language for students who began in elementary DLBE.

High schools represent 47 program offerings (23.5%) providing dual language instruction. These programs typically emphasize biliteracy and academic content in the partner language, with course offerings such as language arts, social studies, and language-specific electives.

Finally, the remaining 12 program offerings (6.0%) classified as "Other" include K-8 schools, charter schools, and alternative educational settings that span multiple grade levels or use non-traditional organizational structures.

Table 10. The number of DLBE programs by school type (2024-25)

School Type	Number of Schools
Elementary	101
Middle School	40
High School	47
Other	12

Research suggests that DLBE programs may help narrow opportunity gaps for English Learners.

Research from Oregon suggests that DLBE programs may help reduce opportunity gaps between English learners and their peers. While statewide Oregon student outcome data comparing DLBE and non-DLBE participants are not currently available, existing studies provide important insights into the potential benefits of these programs. For example, research by Vazquez Cano and Motamedi (2024) in the Beaverton School District found that DLBE programs played a significant role in narrowing academic opportunity gaps between current and former English learners and students who were never classified as English learners. English learners participating in DLBE programs demonstrated stronger performance on state assessments in English language arts and mathematics than their peers in English-only programs. They also showed faster academic growth and were more likely to be on track to graduate by grade 9. Notably, participation in DLBE programs reduced the achievement gap between ever English learners and never English learners by nearly half by middle school. These findings suggest that DLBE programs may support academic success while promoting educational equity through linguistically and culturally responsive instruction that affirms the identities and strengths of multilingual learners.

Research suggests that DLBE programs may support English language development.

Existing research indicates that students participating in DLBE programs often demonstrate strong English language development outcomes. While statewide Oregon data are not currently available to evaluate these outcomes across DLBE programs, existing studies provide important insights into the potential benefits of these programs.

In addition to their impact on academic outcomes, research suggests that DLBE programs may support English language proficiency more effectively than some other instructional models, such as pull-out services, stand-alone ELD class periods, or co-teaching approaches. For example, Motamedi et al. (2019) found that English learner students in DLBE programs demonstrated significantly greater grade-to-grade growth in reading, writing, listening, and speaking than students in pull-out programs or whose families waived English

learner services. Although students in pull-out programs entered school with higher levels of English proficiency, students in DLBE programs often caught up to and surpassed their peers by the end of elementary school. Furthermore, DLBE students demonstrated stronger outcomes on standardized English language arts assessments, even when matched with demographically similar peers. In contrast, increasing the amount of daily English learner instruction beyond 50 minutes was not associated with improved English proficiency and, in some cases, was associated with lower performance. Collectively, these findings suggest that DLBE programs may support long-term English language development while promoting bilingualism and biliteracy.

English Learners' Access to Core Content

Access to rigorous academic content is widely recognized as an important factor in promoting educational equity and long-term student success. Existing research provides important context for understanding why access to core academic content matters. Core content courses serve as foundational gateways to graduation, college readiness, and career opportunities (Umansky, Shin, Thompson, Avelar, & Bovee, 2024; Vazquez Cano, Umansky, & Thompson, 2021). However, systemic barriers, including restrictive course placement policies, language support structures that limit course enrollment, and misconceptions about English learners' academic potential, can reduce opportunities for participation. Schools, districts, and state education agencies can help address these barriers by implementing evidence-based strategies that expand access to rigorous coursework and academic pathways. When English learners are fully included in academic pathways, they are more likely to thrive academically and participate meaningfully in the broader educational landscape.

As one indicator of access to rigorous coursework, the next section examines English learners' participation in Advanced Placement or International Baccalaureate (AP/IB) and Career and Technical Education (CTE) courses in Oregon high schools.

Former English Learners in high school enrolled in Advanced Placement and International Baccalaureate courses at the highest rate, while Current English Learners had the lowest rate.

The data presented in Table 11 highlight important differences in participation in Advanced Placement (AP) and International Baccalaureate (IB) courses among high school English learner groups. In the 2024-25 academic year, 11.6% of current English learner high school students were enrolled in AP/IB classes, compared to 31.5% of former English learner high school students, 23.8% of monitored English learner high school students, and 24.8% of high school students who were never classified as English learners.

Current English learner high school students participated in AP/IB coursework at substantially lower rates than their peers. In contrast, former English learner high school students participated at rates exceeding both monitored and never English learner students. These differences may reflect barriers that limit access to advanced academic coursework for current English learners, including course placement practices, scheduling constraints, language support needs, and perceptions regarding students' academic readiness and potential.

Table 11. The number and percentage of Current, Monitored, Former and never English Learners enrolled in an AP/IB class (2024-25)

Description	Count	Total Highschoolers	Percent
ELs in an AP/IB Class	17,65	15,164	11.6%
Former ELs in an AP/IB Class	5,488	17,439	31.5%
Monitored ELs in an AP/IB Class	738	3,104	23.8%
Never ELs in an AP/IB Class	34,923	140,604	24.8%

Current English Learners are enrolled in the Career and Technical Education (CTE) courses at a lower rate than other students.

In addition to lower AP/IB participation, Table 12 shows that current English learner high school students participate in Career and Technical Education (CTE) courses at lower rates than other student groups. In 2024-25, 53.4% of current English learner high school students were enrolled in a CTE course, compared with 64.9% of former English learner high school students, 68.4% of monitored English learner high school students, and 58.1% of high school students who were never classified as English learners.

The lower participation rate among current English learner high school students may limit access to pathways that support high school completion, career readiness, and economic mobility. Schools and districts should continue working to ensure equitable access to CTE opportunities by addressing barriers and promoting inclusive enrollment practices.

Table 12. The number and percentage of current, former, monitored, and never English Learners enrolled in a CTE class (2024-25)

Description	Students Enrolled	Total Highschoolers	Percent
ELs in a CTE Class	8,101	15,164	53.4%
Former ELs in a CTE Class	11,320	17,439	64.9%
Monitored ELs in a CTE Class	2,122	3,104	68.4%
Never ELs in a CTE Class	81,755	140,604	58.1%

English Learners' Sense of Belonging

While academic outcomes like test scores, graduation rates, and similar measures offer important insights into student success, they do not capture the full picture, particularly for English learners. A growing body of research highlights the critical role that sense of belonging plays in students' academic and emotional wellbeing (Allen, Kern, Vella-Brodrick, Hattie, & Waters, 2018; Gillen-O'Neel, 2021). For English learners, feeling welcomed, valued, and represented in their school communities is especially important given the additional cultural, linguistic, and social transitions they often navigate. A strong sense of belonging can improve motivation, engagement, and resilience, and is linked to better attendance and higher academic achievement (Gillen-O'Neel, 2021; Jacoby, 2023).

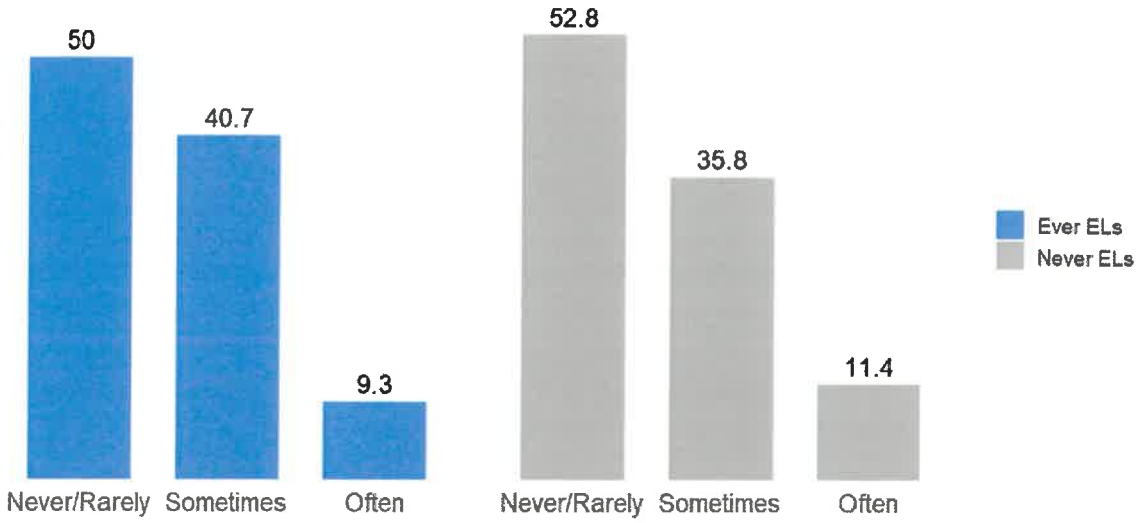
In Oregon, the *Student Educational Equity Development* (SEED) Survey captures students' voices on their school experiences, including how supported and connected they feel. In 2024-25, about 15% of the 180,076 SEED respondents were English learners. By monitoring English learner students' sense of belonging, Oregon takes a critical step toward ensuring that every student, regardless of language background, experiences school as a place of safety, connection, and inclusion. The SEED Survey included items assessing both social identity (e.g., identity representation in curriculum) and emotional connection (e.g., feeling welcome at school). In the following, we explore two survey items that examine how often English learners' social identity and emotional connection is represented in schools and how it compares to that by other groups of English learners.

English learners report low levels of identity representation in school assignments.

Figure 26 presents data from the 2024-25 SEED Survey, which captures perceptions of identity representation in curriculum among Oregon students in grades 3–11. The survey item asked: *"Think about your assignments from this school year. How often did they have pictures or stories of people who are like you and your family?"* Responses are disaggregated by ever English learner (Ever EL) status and never English learner (Never EL) status. About half of both groups responded "Never/Rarely" (50.0% for Ever ELs and 52.8% for Never ELs), while relatively few students selected "Often" (9.3% and 11.4%, respectively). Ever ELs reported slightly more frequent identity representation than Never ELs, with a higher percentage selecting "Sometimes" (40.7% vs. 35.8%).

These findings suggest that many students, including Ever ELs, do not regularly see themselves or their families reflected in classroom content. This underrepresentation may contribute to feelings of alienation, lower academic engagement, and a weaker sense of belonging. The results point to a continued need for schools to incorporate culturally responsive curriculum materials that reflect and affirm students' diverse identities and lived experiences, especially those from multilingual backgrounds.

Figure 26. Response rates[20] (%) for identity representation in school assignments among Ever and Never English Learners (2024-25)



Feeling welcome at school varies significantly across English learner groups.

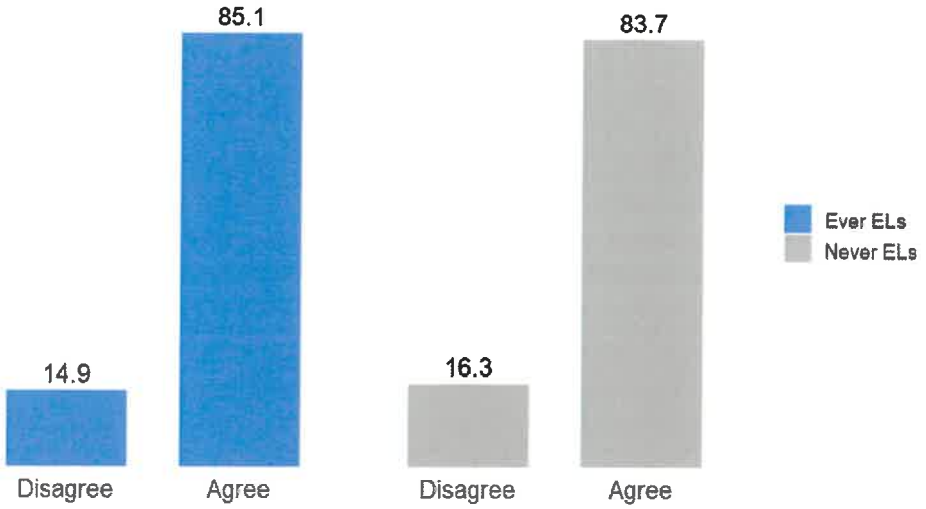
Figure 27 presents the results from the 2024–25 Student Educational Equity Development (SEED) Survey, specifically student responses to the item: *"Think about this school year and the people at your school. How much do you agree with each statement? I feel welcome at my school."* The data are disaggregated by ever English learner (Ever EL) status and never English learner (Never EL) status.

The responses reveal only minor differences in students' sense of belonging. The vast majority of students, regardless of English Learner status, reported feeling welcome at school. Among Ever ELs, 85.1% agreed with the statement, compared to 83.7% of Never ELs. The percentage who disagreed was similarly low, 14.9% for Ever ELs and 16.3% for Never ELs.

These patterns suggest that most students feel welcomed at school regardless of English learner status. While the results are generally positive, schools should continue fostering inclusive environments that support the belonging and engagement of multilingual learners and their peers.

[20] Percentages exclude respondents who skipped the item and may not sum to 100 due to rounding.

Figure 27. Response rates[21] (%) for feeling welcome at school among Ever and Never English Learners (2024-25)



Section 5: State Revenues and Expenditures for Current English Learners

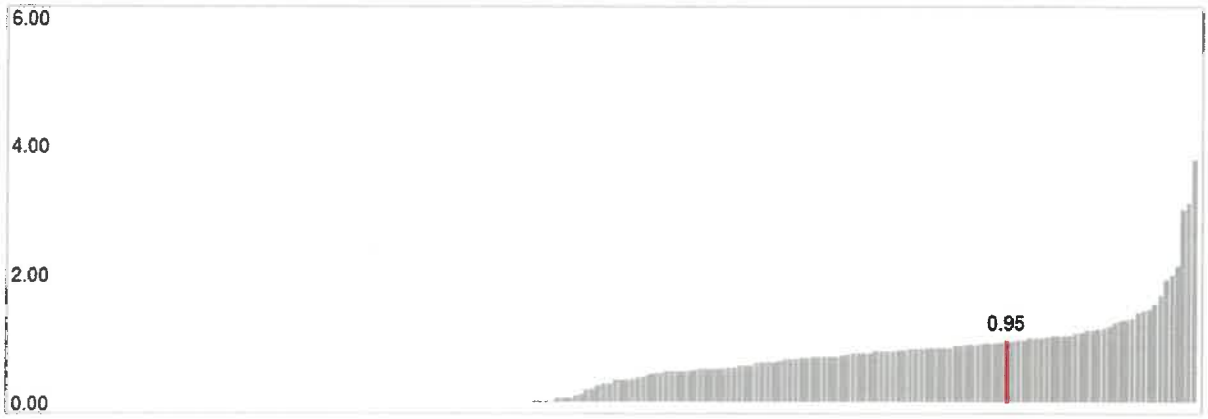
Each year, Oregon's State School Fund provides funding to districts through General Purpose Grants. The amount of the grant relies on a formula that considers the number of students in the district (known as average daily membership weighted or ADMw). On average, the per-pupil funding amount in 202425 was $10,596.[22] In addition to this basic funding, districts receive additional state funds for each student enrolled in an ELD program. This amount is 0.5 × $10,596 or $5,298 per current English learner. Collectively, the state allocated $285,570,839 for these additional English learner funds in the 2024-25 school year.

Figure 28 depicts the relationship between current English learner revenues the state allocated to districts via the State School Fund Formula and the total current English learner expenditures from the General Fund expressed as a ratio. Statewide, the ratio of expenditures to revenues in 2024-25 was 0.95, meaning that district expenditures on current English learners reflected 95% of the funds the state allocated to districts via the State School Fund Formula. Some districts (n=33) spent about average or more than this percentage (up to about 378%), while others (n=164) reported spending less (as little as 0%). The values on the extreme ends of the range, however, may reflect variations in the way that some districts report data. Some districts with few current English learners report revenue received from the state, but do not identify expenditures specific to current English learners, even though they may expend funds for English learner services. Other districts on the high end of the spending ratio may include expenses for dual-language programs that also educate

[21] Percentages exclude respondents who skipped the item and may not sum to 100 due to rounding.
[22] While $10,596 is the average amount, the grant amount can vary a bit for different districts because of the way the formula is set up.

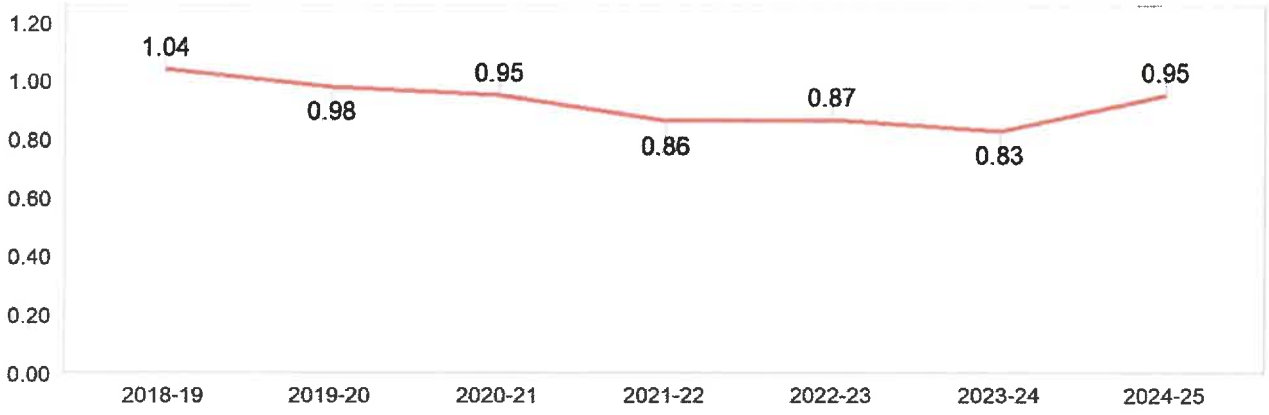
former and never English learners, rather than calculating the percentage spent solely on current English learners.

Figure 28. Ratio of Current English learner expenditures to revenues across districts in 2024-25.



As figure 29 illustrates, the statewide ratio decreased from 2018-19 to 2021-22; however, the ratio generally increased from 2021-22 to 2024-25.

Figure 29. Ratio of statewide expenditures on current English learners to revenues (2018-19 to 2024-25).



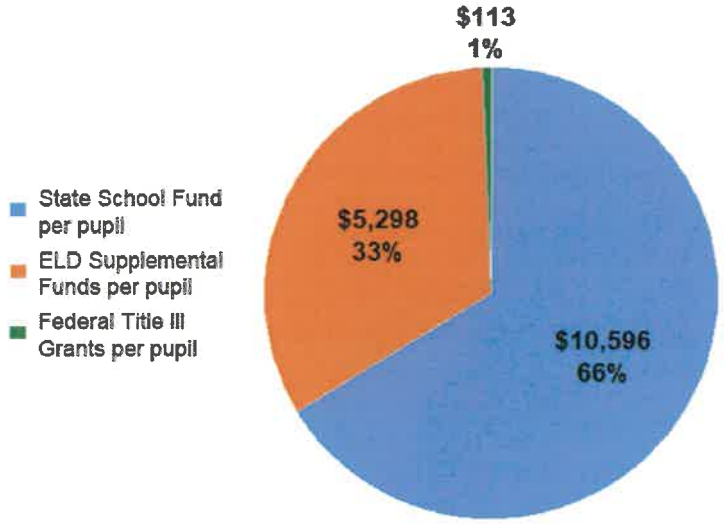
Expenditures from the General Fund on current English learners either belong to Function 1291 (covering expenditures for instruction and interventions to help current English learners learn English) or Area of Responsibility 280 (covering other supports for current English learners, such as interpretation services or transportation). [23]

[23] For a more detailed description of the accounting system categories, see Oregon's Program Budgeting and Accounting Manual.

Current English learner expenditures for 2024-25 totaled $272,020,347. Districts accounted for approximately 87.1% of the expenditures ($236,837,340) using Function 1291 and 12.9% of the expenditures ($35,183,006) using Area of Responsibility 280.

In addition to state funding, 132 districts serving current English learners accessed federal Title III funding either directly or through a consortium, which in 2024-25 provided an additional $113 per student for supplemental English learner services. Figure 29 summarizes the percentage of the state and federal per-pupil funding for English learners in the 2024-25 school year.

Figure 30. Percentage of state and federal per-pupil funding for English Learners in 2024-25



As Figure 30 indicates, overall, about 99% (66% + 33%) of the funding allocated to English learners comes from the state, which in turn, reflects a strong state-level commitment to education equity for English learner students. Additional information on the grant amounts is available on the ODE website under Title III Allocations.

Conclusion

The data trends in this report underscore both meaningful progress and persistent challenges in supporting the state's multilingual students. Over 102,000 Oregon students are current, monitored, or former English learners, a testament to the state's growing linguistic diversity. Encouragingly, former and monitored English learners often achieve academic outcomes that meet or exceed those of their never English learner peers, demonstrating the long-term benefits of effective ELD services and the resilience of these students.

Notable progress is evident in several areas. For example, a growing share of English learners, particularly those who have exited English learner services, are earning the Oregon Seal of Biliteracy, highlighting bilingualism as both a personal asset and a statewide educational goal. Graduation rates for former English learners have improved steadily, outpacing never English learners, and additionally, postsecondary enrollment rates for these students now closely match those of their peers.

Despite these successes, persistent gaps underscore the need for continued investment and reform. Current English learners face significant academic disparities. Fewer than 10% meet state standards in English language arts or mathematics, and their regular attendance and on-time graduation rates lag considerably behind those of other student groups. Furthermore, English learners remain underrepresented in TAG programs and are more likely to receive modified diplomas, signaling potential inequities in both access and expectation. Another key concern is the overrepresentation of English learners in special education, raising questions about accurate identification practices.

Schools and districts should continue to strengthen culturally and linguistically responsive supports. Enhanced professional development, better data-driven decision-making, and equitable funding are essential. Additionally, sustained attention is needed to ensure students transitioning out of ELD programs, especially monitored English learners, continue to receive academic support as they navigate the demands of advanced coursework and postsecondary preparation.

In 2024, ODE introduced its latest Multilingual Learner Strategic Plan. The plan provides a clear roadmap for addressing these challenges, with priority areas emphasizing community engagement, transformative educators, and culturally responsive practices that lead to various multilingualism pathways. Actions outlined in the plan, such as expanding pathways to academic and linguistic success, fostering inclusive school environments, providing access to dual language education, and enhancing teacher training, are critical to addressing existing disparities.

By leveraging the strategies in the plan and aligning resources to meet the unique needs of English learners, Oregon can improve outcomes in future years, ensuring that every English learner has equitable opportunities to excel academically and linguistically to support their full participation and success in school and beyond.

Ultimately, Oregon's commitment to its multilingual learners should go beyond compliance; it must affirm their full academic potential and cultural contributions to our state.

References

Allen, A. (2016). *Examining best practices in gifted education to identify and serve culturally and linguistically diverse students.* Presentation at the Oregon Association of Bilingual Educators, Happy Valley, Oregon, June 24, 2016.

Allensworth, E., & Evans, S. (2016). Tackling absenteeism in Chicago. *Phi Delta Kappan, 98*(2), 16-21. https://doi.org/10.1177/0031721716671900

Artiles, A., & Ortiz. A. (Eds.). (2002). *English language Learners with special education needs: Assessment, identification, and instruction.* Washington, DC: Center for Applied Linguistics.

Browder, C. T. (2014). *English Learners with limited or interrupted formal education: Risk and resilience in educational outcomes.* University of Maryland: dissertation.

De Jong, E.J. (2004). After exit: Academic achievement patterns of former English language Learners. *Education Policy Analysis Archives, 12* (50). Downloaded from https://epaa.asu.edu/ojs/article/view/205/331

Ebert, K. D., & Reilly, M. (2022). Predictors of language proficiency in school-age Spanish–English bilingual children with and without developmental language disorder. *Bilingualism: Language and Cognition, 25(2),* 296-306.

Flores, S. M., Batalova, J., & Fix, M. (2012). *The Educational trajectories of English language learners in Texas.* Washington DC: Migration Policy Institute.

García, O. (2009). Emergent bilinguals and TESOL: What's in a name? *TESOL Quarterly, 43*(2), 322-326. https://doi.org/10.1002/j.1545-7249.2009.tb00172.x

Ginsburg, A., Jordan, P., & Chang, H. (2014). *Absences add up: How school attendance affects student success.* Attendance Works. Downloaded from https://www.attendanceworks.org/wp-content/uploads/2017/05/Absenses-Add-Up_September-3rd-2014.pdf

Motamedi, J. G., Vazquez, M., Gandhi, E., & Holmgren, M. (2019). *English language development minutes, models, and outcomes*. Education Northwest.

Gubbins, E. J., Siegle, D., Peters, P. M., Carpenter, A. Y., Hamilton, R., McCoach, D. B., ... & Long, D. (2020). Promising practices for improving identification of English learners for gifted and talented programs. *Journal for the Education of the Gifted, 43(4),* 336-369.

Jacoby, I. (2023, October). *Student sense of belonging in schools: Connection to outcomes.* https://www.oregon.gov/ode/educator-resources/assessment/Documents/SenseofBelongingOutcomes.pdf

Hamayan, E., Marler, B., Sanchez Lopez, C., & Damico, J. (2007). *Special education considerations for English language Learners: Delivering a continuum of services*. Philadelphia: Caslon.

Hopkins, M., Thompson, K. D., Linquanti, R., Hakuta, K., & August, D. (2013). Fully accounting for English learner performance: A key issue in ESEA reauthorization. *Educational Researcher*, *42*(2), 101–108. https://doi.org/10.3102/0013189X12471426

Menken, K., & Kleyn, T. (2009). The difficult road for long-term English Learners. *Educational Leadership, 66(7),* 26-29.

ODE ESSA Plan (2017). *Oregon's Consolidated State Plan Under the Every Student Succeeds Act. Available at: Oregon's Consolidated State Plan Under the Every Student Succeeds Act*

ODE (2021). *Cohort Graduation Rate Policy and Technical Manual. Available at: https://www.oregon.gov/ode/reports-and-data/students/Documents/cohort-graduation-rate-policy-manual_202021.pdf*

ODE (2024). *Oregon Statewide Report Card. Available at:* https://www.oregon.gov/ode/schools-and-districts/reportcards/Documents/rptcd2024.pdf

Short, D. J., & Fitzsimmons, S. (2007). *Double the work: Challenges and solutions to acquiring language and academic literacy for adolescent English language learners: A report to Carnegie Corporation of New York.* Alliance for Excellent Education.

Thompson, K. D., Umansky, I. M., & Rew, W. J. (2022). Improving understanding of English learner education through an expanded analytic framework. *Educational Policy*. https://doi.org/10.1177/08959048221087214

Umansky, I. M., Shin, N., Thompson, K. D., Avelar, J., & Bovee, J. (2024). English Learners' Access to Core Content: Academic Course Enrollment in High School. *National Research and Development Center to Improve Education for Secondary English Learners at WestEd.*

Vazquez Cano, M., Umansky, I.M., & Thompson, K.D. (2021). How State, District, and School Levers Can Improve the Course Access of Students Classified as English Learners in Secondary Schools. *National Research and Development Center to Improve Education for Secondary English Learners at WestEd.*



REEDSPORT SCHOOL DISTRICT 105

Year-to-Date Activity & Forecast

GENERAL FUND

For the period ending August 31, 2026

	Adopted Budget 2026-2027	ACTIVITY: YTD Actuals through Current Month	Encumbrances	Actuals Including Encumbrances	Forecast through 6/30/2027	% Actual to Budget	Over/ (Under) Budget
Revenues:							
Beginning Fund Balance	1,150,000	-	1,150,000	1,150,000	1,150,000	0.00%	-
Property Taxes	2,680,000	34,097	2,645,000	2,679,097	2,679,097	1.27%	(903)
Interest	140,000	13,784	126,000	139,784	139,784	9.85%	(216)
Admissions	12,500	-	12,500	12,500	12,500	0.00%	-
Fees - Sport Participation	-	-	-	-	-	0.00%	-
Rentals	1,000	-	1,000	1,000	1,000	0.00%	-
Contributions	2,500	6,184	2,500	8,684	8,684	247.34%	6,184
indirect	82,500	-	82,500	82,500	82,500	0.00%	-
Miscellaneous Revenue	125,000	1,111	119,500	120,611	120,611	0.89%	(4,389)
County School Fund	10,000	-	10,000	10,000	10,000	0.00%	-
HERT Tax	2,500	-	2,500	2,500	2,500	0.00%	-
Intermediate Sources	-	-	-	-	-		-
State School Fund	5,950,000	1,446,126	4,336,641	5,782,767	5,782,767	24.30%	(167,233)
Common School Fund	80,000	-	80,000	80,000	80,000	0.00%	-
State Managed County Timber	2,500	-	2,500	2,500	2,500	0.00%	-
Other State Grants	4,500	-	4,500	4,500	4,500	0.00%	-
Federal Forest Fees	65,000	-	65,000	65,000	65,000	0.00%	-
Loan Receipts	-	-	-	-	-	0.00%	-
Interfund Transfers	123,000	-	123,000	123,000	123,000	0.00%	-
TOTAL:	**10,431,000**	**1,501,302**	**8,763,141**	**10,264,443**	**10,264,443**	**14.39%**	**(166,557)**
Expenditures:							
Salaries	3,936,289	340,893	3,596,289	3,937,182	3,937,182	8.66%	894
Benefits	2,940,493	216,592	2,725,000	2,941,592	2,941,592	7.37%	1,099
Purchased Services	1,715,002	103,808	1,612,000	1,715,808	1,715,808	6.05%	805
Supplies & Materials	238,750	52,412	186,500	238,912	238,912	21.95%	162
Capital Outlay	-	-	-	-	-		-
Other	251,466	218,399	29,466	247,865	247,865	86.85%	(3,601)
Transfers Out	351,000	-	351,000	351,000	351,000		-
SUB-TOTAL:	**9,433,000**	**932,104**	**8,500,255**	**9,432,359**	**9,432,359**	**9.88%**	**(641)**
CONTINGENCY:	1,000,000	-	-	-	-		
TOTAL:	**10,433,000**	**932,104**	**8,500,255**	**9,432,359**	**9,432,359**		

PROJECTED ENDING FUND BALANCE	**832,084**
PROJECTED ENDING FUND BALANCE PERCENTAGE OF ACTUAL (FORECAST) REVENUE AT 6/30/2025	**8%**



REEDSPORT SCHOOL DISTRICT 105
Year-to-Date Activity & Forecast
GENERAL FUND
Aug-26

Account #		Adopted Budget 2026-2027	Actual July	Actual August	Estimate September	Estimate October	Estimate November	Estimate December	Estimate January	Estimate February	Estimate March	Estimate April	Estimate May	Estimate June	Actual/ Estimate Totals	Difference Actual/Estimate to Budget
	Revenues:															
5400	Beginning Fund Balance	1,150,000						[1] 1,150,000							1,150,000	-
111x	Property Taxes	2,680,000	17,590	16,507	25,000	7,500	1,500,000	650,000	262,500	35,000	70,000	25,000	20,000	50,000	2,679,097	903
15xx	Interest	140,000	5,744	8,040	10,000	10,000	10,000	15,000	20,000	15,000	14,000	14,000	10,000	8,000	139,784	216
171x	Admissions	12,500			2,500	4,000		2,500	2,500	1,000					12,500	-
1740	Fees - Sport Participation	-													-	-
1911	Rentals	1,000						1,000							1,000	-
192x	Contributions	2,500	3,784	2,400		500	500	500	500	500					8,684	(6,184)
1980	Indirect	82,500			20,000			20,000			20,000			22,500	82,500	-
1990	Miscellaneous Revenue	125,000	30	1,081	9,500	40,000	10,000	10,000	10,000	10,000	10,000	10,000	5,000	5,000	120,611	4,389
2101	County School Fund	10,000									10,000				10,000	-
2199	HERT Tax	2,500		-	625			625		625			625		2,500	-
2200	Intermediate Sources	-													-	-
3101	State School Fund	5,950,000	964,277	481,849	481,849	481,849	481,849	481,849	481,849	481,849	481,849	481,849	481,849		5,782,767	167,233
3103	Common School Fund	80,000								40,000				40,000	80,000	-
3104	State Managed County Timber	2,500				-					2,500				2,500	-
3299	Other State Grants	4,500				4,500									4,500	-
4801	Federal Forest Fees	65,000											65,000		65,000	-
5150	Loan Receipts	-													-	-
5200	Interfund Transfers	123,000												123,000	123,000	-
	TOTAL REVENUES:	**10,431,000**	**991,425**	**509,878**	**549,474**	**548,349**	**2,002,349**	**2,331,474**	**777,349**	**583,974**	**608,349**	**530,849**	**582,474**	**248,500**	**10,264,443**	**166,557**
	Expenditures:															
100	Salaries	3,936,289	86,605	254,289	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	626,289	3,937,182	(894)
200	Benefits	2,940,493	53,926	162,666	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	475,000	2,941,592	(1,099)
300	Purchased Services	1,715,002	44,251	59,556	125,000	125,000	125,000	125,000	125,000	125,000	487,000	125,000	125,000	125,000	1,715,808	(805)
400	Supplies & Materials	238,750	7,120	45,292	18,500	20,000	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	238,912	(162)
500	Capital Outlay	-													-	-
600	Other	251,466	207,259	11,140	5,000	1,500	1,500	1,966	4,000	6,000	5,000	1,500	1,500	1,500	247,865	3,601
700	Transfers Out	351,000												351,000	351,000	-
800	Contingency & Unappropriated	1,000,000													-	1,000,000
	TOTAL EXPENDITURES:	**10,433,000**	**399,161**	**532,943**	**728,500**	**726,500**	**725,000**	**725,466**	**727,500**	**729,500**	**1,090,500**	**725,000**	**725,000**	**1,597,289**	**9,432,359**	**1,000,641**
	ESTIMATED FUND BALANCE/ CARRYOVER AT MONTH END:		**592,263**	**569,198**	**390,172**	**212,021**	**1,489,370**	**3,095,378**	**3,145,227**	**2,999,701**	**2,517,550**	**2,323,399**	**2,180,873**	**832,084**		

PROJECTED ENDING FUND BALANCE	**832,084**	-
PROJECTED ENDING FUND BALANCE PERCENTAGE OF ACTUAL (FORECAST) REVENUE AT 6/30/2025	**8%**	

***1** Beginning fund balance is ESTIMATE.

Reedsport School District

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 08/01/2026 **To Date:** 08/31/2026

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON.COM					
	0	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	COMPUTER HARDWARE	$5,570.00
	0	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$885.04
	0	GENERAL FUND	FISCAL SERVICES	CONSUMABLE SUPPLIES	$46.93
	0	GENERAL FUND	HEALTH SERVICES	CONSUMABLE SUPPLIES	$440.09
	0	GENERAL FUND	JR HIGH INSTRUCTION, 7-8	CONSUMABLE SUPPLIES	$58.88
	0	GENERAL FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$618.32
	0	GENERAL FUND	PRIMARY INSTRUCTION, K-6	CONSUMABLE SUPPLIES	$1,012.64
	0	GENERAL FUND	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$4,003.42
	0	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	CONSUMABLE SUPPLIES	$199.98
	0	GENERAL FUND	BUILDING SERVICES	NON-CONSUMABLE SUPPLIES	$1,872.23
	0	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	NON-CONSUMABLE SUPPLIES	$502.43
			Total for AMAZON.COM		$15,209.96
AMERICAN ASSOCIATION OF SCHOOL					
	28488	GENERAL FUND	OFFICE OF SUPERINTENDENT SERVICES	DUES AND FEES	$485.00
AMERICAN FIDELITY ANNUITY					
	0	GENERAL FUND	UNDESIGNATED	AM FIDELITY - ER PD 403(b)	$2,725.00
	0	GENERAL FUND	UNDESIGNATED	AMERICAN FIDELITY TSA	$5,250.00
			Total for AMERICAN FIDELITY ANNUITY		$7,975.00
AMERICAN FIDELITY ASSURANCE					
	0	GENERAL FUND	UNDESIGNATED	AMERICAN FIDELITY ASSURANCE	$3,218.66
AMERICAN FIDELITY ASSURANCE SEC 125					
	0	GENERAL FUND	UNDESIGNATED	AMERICAN FIDELITY FLEX PLAN	$1,814.98
BIO-MED TESTING SERVICE INC					
	28453	GENERAL FUND	STUDENT TRANSPORTATION	REIMBURSABLE STUDENT TRANSPORTATION	$260.00
BRISK LABS CORP					
	28489	GENERAL FUND	PRIMARY INSTRUCTION, K-6	COMPUTER SOFTWARE	$2,180.50

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 08/01/2026 **To Date:** 08/31/2026

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	28489	GENERAL FUND	SR HIGH INSTRUCTION, 9-12	COMPUTER SOFTWARE	$2,180.50
			Total for BRISK LABS CORP		$4,361.00
C & S FIRE SAFE SERVICES					
	28490	GENERAL FUND	BUILDING SERVICES	REPAIR/MAINTENANCE SERVICES	$4,590.00
CARSON OIL COMPANY					
	0	GENERAL FUND	BUILDING SERVICES	FUEL	$773.96
CENTRAL LINCOLN PUD					
	0	GENERAL FUND	BUILDING SERVICES	ELECTRICITY	$6,277.10
CENTRIC ELEVATOR CORPORATION OF OREGON					
	28491	GENERAL FUND	BUILDING SERVICES	REPAIR/MAINTENANCE SERVICES	$2,020.00
CITY OF REEDSPORT					
	0	GENERAL FUND	BUILDING SERVICES	WATER AND SEWAGE	$3,699.73
CLEARFLY					
	0	GENERAL FUND	BUILDING SERVICES	TELEPHONE	$1,083.91
CMRS-FP					
	0	GENERAL FUND	FISCAL SERVICES	POSTAGE	$500.00
COASTAL PAPER AND SUPPLY					
	28436	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$1,811.40
COMFORT FLOW HEATING					
	28476	GENERAL FUND	BUILDING SERVICES	REPAIR/MAINTENANCE SERVICES	$6,274.00
COOS BAY PRINTING					
	28437	GENERAL FUND	JR HIGH INSTRUCTION, 7-8	CONSUMABLE SUPPLIES	$15.65
	28437	GENERAL FUND	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$15.65
			Total for COOS BAY PRINTING		$31.30
COSA					
	28438	GENERAL FUND	OFFICE OF PRINCIPAL SERVICES	DUES AND FEES	$300.00
DAVISON AUTO PARTS (NAPA)					
	28493	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$12.51

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 08/01/2026 **To Date:** 08/31/2026

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
DIVERSIFIED BENEFIT SERVICES INV					
	0	GENERAL FUND	UNDESIGNATED	INSURANCE POOL	$5,653.83
	28439	GENERAL FUND	UNDESIGNATED	INSURANCE POOL	$320.10
			Total for DIVERSIFIED BENEFIT SERVICES INV		$5,973.93
Douglas Fast Net					
	0	GENERAL FUND	BUILDING SERVICES	TELEPHONE	$4,174.21
ENVIRONMENTAL INSPECTION SERVICES					
	28454	GENERAL FUND	BUILDING SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$4,500.00
FEDERAL TAX					
	0	GENERAL FUND	UNDESIGNATED	FEDERAL TAX LIABILITY	$38,430.02
	0	GENERAL FUND	UNDESIGNATED	FICA/MEDICARE LIABILITY	$57,564.20
			Total for FEDERAL TAX		$95,994.22
FERRELLGAS					
	0	GENERAL FUND	BUILDING SERVICES	FUEL	$1,798.87
First Call Technology & Construction LLC					
	28440	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$350.00
First-Citizens Bank & Trust Co					
	0	GENERAL FUND	PRINTING/DUPLICATING SERVICES	RENTALS	$1,794.45
GARRETT, HEMANN, ROBERTSON P.C.					
	28456	GENERAL FUND	BOARD OF EDUCATION SERVICES	LEGAL SERVICES	$510.00
GASTON, JUSTIN					
	28495	GENERAL FUND	JR/SR HIGH EXTRACURRICULAR	TRAVEL--OUT OF DISTRICT	$134.52
GoGuardian					
	28442	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	COMPUTER SOFTWARE	$4,560.00
GOLD COAST SECURITY INC					
	28496	GENERAL FUND	BUILDING SERVICES	TELEPHONE	$189.00
GRAINGER					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 08/01/2026 **To Date:** 08/31/2026

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	28457	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$48.12
ISECURE INC.					
	28499	GENERAL FUND	OFFICE OF PRINCIPAL SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$72.00
JOHN R. GRANHOLM					
	28458	GENERAL FUND	SR HIGH INSTRUCTION, 9-12	REPAIR/MAINTENANCE SERVICES	$350.00
KEL-CEE ACE HARDWARE					
	28443	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$154.00
	28459	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$549.87
	28478	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$576.48
	28500	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$460.09
			Total for KEL-CEE ACE HARDWARE		$1,740.44
LEO'S LANDSCAPE MAINTENANCE					
	28501	GENERAL FUND	BUILDING SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$1,425.00
OEBB MEDICAL INSURANCE					
	0	GENERAL FUND	UNDESIGNATED	OEBB INSURANCE	$102,308.42
OETC					
	28445	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	COMPUTER SOFTWARE	$16,864.33
OR SCHOOL BOARD ASSOC.(OSBA)					
	28446	GENERAL FUND	BOARD OF EDUCATION SERVICES	DUES AND FEES	$1,900.00
	28479	GENERAL FUND	BOARD OF EDUCATION SERVICES	DUES AND FEES	$3,500.00
			Total for OR SCHOOL BOARD ASSOC.(OSBA)		$5,400.00
OREGON DEPARTMENT REVENUE					
	0	GENERAL FUND	UNDESIGNATED	PFML	$3,762.41
	0	GENERAL FUND	UNDESIGNATED	STATE TAX LIABILITY	$26,358.56
	0	GENERAL FUND	UNDESIGNATED	UNEMPLOYMENT TAX	$3,386.12
			Total for OREGON DEPARTMENT REVENUE		$33,507.09
OREGON SCHOOL PERSONNEL ASSN INC					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 08/01/2026 **To Date:** 08/31/2026

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	28502	GENERAL FUND	STAFF SERVICES	DUES AND FEES	$149.00
OSAA					
	28503	GENERAL FUND	JR/SR HIGH EXTRACURRICULAR	DUES AND FEES	$3,625.00
PACIFIC OFFICE -POSTAGE					
	0	GENERAL FUND	PRINTING/DUPLICATING SERVICES	EXTRA COPIES	$208.57
PACIFIC OFFICE AUTOMATION					
	28480	GENERAL FUND	PRINTING/DUPLICATING SERVICES	RENTALS	$268.25
PENSERV PLAN SERVICES, INC					
	28471	GENERAL FUND	UNDESIGNATED	FORESERS 403 B	$700.00
PERS - OREGON					
	0	GENERAL FUND	UNDESIGNATED	PERS	$91.02
Pixel Pacific LLC					
	28447	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$4,549.17
SCHOPPE, MICHAEL					
	28504	GENERAL FUND	BUILDING SERVICES	TRAVEL--OUT OF DISTRICT	$316.16
SECURITY BENEFIT					
	28472	GENERAL FUND	UNDESIGNATED	SECURITY BENEFIT TSA	$3,450.00
SMTP2GO INC					
	28481	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	COMPUTER SOFTWARE	$150.00
SUTHERLIN SANITARY SERVICE LLC					
	0	GENERAL FUND	BUILDING SERVICES	SANITARY SERVICES	$1,704.38
SWO FOOTBALL OFFICIALS					
	28482	GENERAL FUND	JR/SR HIGH EXTRACURRICULAR	OTHER NON-INSTR PROF/TECH SERVICES	$2,273.25
SWO VOLLEYBALL OFFICIALS ASSN					
	28505	GENERAL FUND	JR/SR HIGH EXTRACURRICULAR	OTHER NON-INSTR PROF/TECH SERVICES	$2,007.50
SYMETRA LIFE INSURANCE CO.					
	28473	GENERAL FUND	UNDESIGNATED	SYMETRA LIFE INSURANCE	$800.00

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 08/01/2026 **To Date:** 08/31/2026

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
TEXAS LIFE INS COMPANY					
	0	GENERAL FUND	UNDESIGNATED	TEXAS LIFE INSURANCE	$689.35
UHLING, JERRY					
	28484	GENERAL FUND	OFFICE OF PRINCIPAL SERVICES	TRAVEL--OUT OF DISTRICT	$103.51
	28506	GENERAL FUND	JR/SR HIGH EXTRACURRICULAR	TRAVEL--OUT OF DISTRICT	$299.29
			Total for UHLING, JERRY		$402.80
UMPQUA BANK 1					
	0	GENERAL FUND	UNDESIGNATED	DIRECT DEPOSIT	$240,548.15
UNITED RENTALS					
	28460	GENERAL FUND	BUILDING SERVICES	RENTALS	$506.04
US BANK CREDIT CARDS					
	0	GENERAL FUND	OFFICE OF SUPERINTENDENT SERVICES	CONSUMABLE SUPPLIES	$16.46
	0	GENERAL FUND	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$486.76
	0	GENERAL FUND	OFFICE OF PRINCIPAL SERVICES	DUES AND FEES	$920.00
	0	GENERAL FUND	BUILDING SERVICES	TRAVEL--OUT OF DISTRICT	$162.11
	0	GENERAL FUND	JR/SR HIGH EXTRACURRICULAR	TRAVEL--OUT OF DISTRICT	$144.00
	0	GENERAL FUND	OFFICE OF PRINCIPAL SERVICES	TRAVEL--OUT OF DISTRICT	$189.08
	0	GENERAL FUND	SR HIGH INSTRUCTION, 9-12	TRAVEL--OUT OF DISTRICT	$295.00
	0	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	TRAVEL--OUT OF DISTRICT	$698.80
			Total for US BANK CREDIT CARDS		$2,912.21
V-KLEY'S TREE SERVICE					
	28451	GENERAL FUND	BUILDING SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$2,200.00
	28485	GENERAL FUND	BUILDING SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$2,000.00
			Total for V-KLEY'S TREE SERVICE		$4,200.00
VALIC - AIG					
	0	GENERAL FUND	UNDESIGNATED	VALIC	$5,979.02

Reedsport School District

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 08/01/2026 **To Date:** 08/31/2026

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
WESTERN EXTERMINATOR COMPANY					
	0	GENERAL FUND	BUILDING SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$483.14
ZWEMKE, JON					
	28486	GENERAL FUND	OFFICE OF SUPERINTENDENT SERVICES	TRAVEL--OUT OF DISTRICT	$371.46
			Total for GENERAL FUND		**$618,777.58**

Fund: 209 EARLY LEARNING HUB/DOUGLAS ESD/MARSH

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON.COM					
	0	EARLY LEARNING HUB/DOUGLAS ESD/MARSH	PRIMARY INSTRUCTION, K-6	TEXTBOOKS	$306.91
			Total for EARLY LEARNING HUB/DOUGLAS ESD/MARSH		**$306.91**

Fund: 216 TITLE IA

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
IRRE					
	28498	TITLE IA	INSTRUCTIONAL STAFF DEVELOPMENT	OTHER NON-INSTR PROF/TECH SERVICES	$50,000.00
NWEA					
	28444	TITLE IA	TITLE I	COMPUTER SOFTWARE	$8,618.75
			Total for TITLE IA		**$58,618.75**

Fund: 233 KINDERGARTEN BOOTCAMP

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
US BANK CREDIT CARDS					
	0	KINDERGARTEN BOOTCAMP	PRIMARY INSTRUCTION, K-6	CONSUMABLE SUPPLIES	$57.75
			Total for KINDERGARTEN BOOTCAMP		**$57.75**

Fund: 250 STATE AND LOCAL GRANTS

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
ACELLUS EDUCATIONAL SERVICES LLC					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 08/01/2026 **To Date:** 08/31/2026

Fund: 250 STATE AND LOCAL GRANTS

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	28474	STATE AND LOCAL GRANTS	SUMMER SCHOOL PROGRAMS	COMPUTER SOFTWARE	$1,185.00
LEWIS TRANSPORTATION					
	0	STATE AND LOCAL GRANTS	SUMMER SCHOOL PROGRAMS	REIMBURSABLE STUDENT TRANSPORTATION	$4,345.87
OREGON COAST SCHOOL OF ART					
	28487	STATE AND LOCAL GRANTS	SUMMER SCHOOL PROGRAMS	CONSUMABLE SUPPLIES	$930.00
US BANK CREDIT CARDS					
	0	STATE AND LOCAL GRANTS	SUMMER SCHOOL PROGRAMS	CONSUMABLE SUPPLIES	$50.00
			Total for STATE AND LOCAL GRANTS		**$6,510.87**

Fund: 252 HIGH SCHOOL SUCCESS

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
JJ & ZAK LLC					
	28477	HIGH SCHOOL SUCCESS	SR HIGH INSTRUCTION, 9-12	COMPUTER SOFTWARE	$2,199.00
			Total for HIGH SCHOOL SUCCESS		**$2,199.00**

Fund: 272 REEDSPORT EDUC ENRICHMENT FOUNDATION

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON.COM					
	0	REEDSPORT EDUC ENRICHMENT FOUNDATION	PRIMARY INSTRUCTION, K-6	CONSUMABLE SUPPLIES	$32.39
US BANK CREDIT CARDS					
	0	REEDSPORT EDUC ENRICHMENT FOUNDATION	PRIMARY INSTRUCTION, K-6	CONSUMABLE SUPPLIES	$204.00
			Total for REEDSPORT EDUC ENRICHMENT FOUNDATION		**$236.39**

Fund: 278 IDEA

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON.COM					
	0	IDEA	RESOURCE ROOM/STUDENTS WITH DISAB	CONSUMABLE SUPPLIES	$94.50
US BANK CREDIT CARDS					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 08/01/2026 **To Date:** 08/31/2026

Fund: 278 IDEA

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	0	IDEA	RESOURCE ROOM/STUDENTS WITH DISAB	TRAVEL--OUT OF DISTRICT	$381.39
			Total for IDEA		**$475.89**

Fund: 291 INSTRUCTIONAL MATERIALS REPLACEMENT

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
EXPLORE LEARNING					
	28455	INSTRUCTIONAL MATERIALS REPLACEMENT	PRIMARY INSTRUCTION, K-6	TEXTBOOKS	$5,035.50
GREAT MINDS PBC					
	28497	INSTRUCTIONAL MATERIALS REPLACEMENT	PRIMARY INSTRUCTION, K-6	TEXTBOOKS	$4,233.14
			Total for INSTRUCTIONAL MATERIALS REPLACEMENT		**$9,268.64**

Fund: 298 FOOD SERVICE

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
COASTAL PAPER AND SUPPLY					
	28492	FOOD SERVICE	FOOD SERVICES	CONSUMABLE SUPPLIES	$806.96
FRANZ FAMILY BAKERIES					
	28441	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$260.75
	28494	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$213.03
			Total for FRANZ FAMILY BAKERIES		$473.78
SYSCO PORTLAND, INC					
	0	FOOD SERVICE	FOOD SERVICES	CONSUMABLE SUPPLIES	$0.00
	0	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$8,383.36
			Total for SYSCO PORTLAND, INC		$8,383.36
THE AMAZING CHICKPEA					
	28483	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$706.66
UMPQUA DAIRY PRODUCTS CO INC					
	28449	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$832.60
US FOODS INC					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 08/01/2026 **To Date:** 08/31/2026

Fund: 298 FOOD SERVICE

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	28450	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$942.66
	28461	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$307.68
			Total for US FOODS INC		$1,250.34
WCP SOLUTIONS					
	28452	FOOD SERVICE	FOOD SERVICES	CONSUMABLE SUPPLIES	$402.46
	28507	FOOD SERVICE	FOOD SERVICES	CONSUMABLE SUPPLIES	$1,112.78
			Total for WCP SOLUTIONS		$1,515.24
			Total for FOOD SERVICE		**$13,968.94**

Fund: 299 STUDENT BODY FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON.COM					
	0	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$959.37
BIGFOOT BEVERAGES LLC					
	28475	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$467.84
BROOKINGS -HARBOR SCHOOL DISTRICT 17C					
	28435	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$275.00
KEL-CEE ACE HARDWARE					
	28500	STUDENT BODY FUND	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$64.77
US BANK CREDIT CARDS					
	0	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$458.60
			Total for STUDENT BODY FUND		**$2,225.58**

Fund: 750 SCHOLARSHIP & TRUST FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON.COM					
	0	SCHOLARSHIP & TRUST FUND	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$724.22
SWOCC - SCHOLARSHIP					
	28448	SCHOLARSHIP & TRUST FUND	SR HIGH INSTRUCTION, 9-12	TUITION	$2,000.00

Total for SCHOLARSHIP & TRUST FUND	**$2,724.22**
Grand Total:	$715,370.52

Recap for FUND for GENERAL FUND

100	GENERAL FUND	$618,777.58
209	EARLY LEARNING HUB/DOUGLAS	$306.91
216	TITLE IA	$58,618.75
233	KINDERGARTEN BOOTCAMP	$57.75
250	STATE AND LOCAL GRANTS	$6,510.87
252	HIGH SCHOOL SUCCESS	$2,199.00
272	REEDSPORT EDUC ENRICHMEN	$236.39
278	IDEA	$475.89
291	INSTRUCTIONAL MATERIALS REI	$9,268.64
298	FOOD SERVICE	$13,968.94
299	STUDENT BODY FUND	$2,225.58
750	SCHOLARSHIP & TRUST FUND	$2,724.22

End of Report

REEDSPORT SCHOOL DISTRICT 105
APPROPRIATIONS BY FUND & FUNCTION

9/30/2026

FUND #		Adopted Budget 2026-2027	Function 1XXX Instruction	Adopted Budget 2026-2027	Function 2XXX Support Services	Adopted Budget 2026-2027	Function 3XXX Enter. & Comm. Svcs.	Adopted Budget 2026-2027	Function 4XXX Facilities Acq. & Const.	Adopted Budget 2026-2027	Function 5XXX Interag./Fund Trans.	Adopted Budget 2026-2027	Function 6XXX Contingency	Adopted Budget 2026-2027	Function 7XXX Unapp. EFB
100	Actuals	$ 5,073,825	$ 621,966	$ 4,008,175	$ 914,275					$ 351,000	$ -	$ 500,000	$ -	$ 500,000	$ -
100	Encumbrances		$ 3,907,236		$ 2,764,823										
		$ 544,623	**$ 4,529,202**	**$ 329,077**	**$ 3,679,098**	$ -	$ -	$ -	$ -	**$ 351,000**	$ -	**$ 500,000**	$ -	**$ 500,000**	$ -
2XX	Actuals	$ 1,781,636	$ 408,932	$ 721,157	$ 116,377	$ 665,500	$ 134,727							$ 98,512	$ -
2XX	Encumbrances		$ 647,983		$ 352,669		$ 495,814								
		$ 724,721	**$ 1,056,915**	**$ 252,111**	$ 469,046	**$ 34,959**	**$ 630,541**	$ -	$ -	$ -	$ -	$ -	$ -	$ 98,512	$ -
3XX	Actuals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,156,714	$ 110,788			$ 160,586	$ -
3XX	Encumbrances		$ -		$ -		$ -		$ -						$ -
		$ -	$ -	**$ -**	$ -	$ -	$ -	$ -	$ -	**$ 1,045,926**	$ 110,788	$ -	$ -	**$ 160,586**	$ -
4XX	Actuals			$ 425,000				$ -						$ 166,500	$ -
4XX	Encumbrances														
		$ -	$ -	**$ 425,000**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 166,500**	$ -
6XX	Actuals									$ 123,000	$ -			$ 200,000	$ -
6XX	Encumbrances														
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 123,000**	$ -	$ -	$ -	$ 200,000	$ -
7XX	Actuals	$ 84,687	$ 3,040	$ 50,000	$ -										
7XX	Encumbrances		$ 7,510												
		$ 74,137	$ 10,550	**$ 50,000**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL:	**$ 6,940,148**	**$ 5,596,667**	**$ 5,204,332**	**$ 4,148,144**	**$ 665,500**	**$ 630,541**	$ -	$ -	**$ 1,630,714**	**$ 110,788**	**$ 500,000**	$ -	$ 1,125,598	$ -
		1,343,481		**1,056,189**		**34,959**		-		**1,519,926**		**500,000**		**1,125,598**	

Reedsport School District

2025–26 Division 22 Compliance Report

Report to the Community and School Board

Each year, Reedsport School District reviews its compliance with the Oregon Department of Education's Division 22 standards. These standards establish the minimum requirements for public schools in Oregon and address areas including instructional time, curriculum, student services, physical education, media programs, and other school operations.

As part of our review of the 2025–26 school year, Reedsport School District is pleased to report that the District is in compliance with the applicable Division 22 standards. The review also provides an opportunity to recognize areas where the District is doing well and identify areas where we can continue to strengthen our work for students.

Protecting Instructional Time

Instructional time received increased statewide attention during the 2025–26 school year following Governor Kotek's Executive Order 26-06, *Preserving Student Instructional Time*. The Executive Order reflects an important statewide priority: protecting the time students have available for meaningful teaching and learning.

Reedsport School District reviewed its instructional calendars and schedules as part of this process and is in compliance with the applicable instructional-time requirements for the 2025–26 school year.

We are proud of this work. Protecting instructional time is more than meeting a state requirement—it is about making sure students have the time they need to learn, teachers have the time they need to teach, and schools are organized around student learning.

The District will continue to monitor calendars, schedules, and other factors that affect instructional time and will look for opportunities to protect and maximize that time whenever possible.

Physical Education

Physical education remains an important part of a well-rounded education, and Reedsport continues to meet the applicable Division 22 requirements for PE.

Providing the required PE minutes does, however, present a practical scheduling challenge at Highland Elementary because the school's gymnasium also serves as the cafeteria. Breakfast and lunch must be provided within the same space used for physical education, which requires careful coordination of the daily schedule.

This is an area where the District will continue looking for creative and practical solutions. The use of the Highland Pool has been an important addition to our school's required PE minutes and we value that partnership. While the current facility presents limitations, we remain committed to providing students with meaningful opportunities for physical activity and quality physical education.

Media Programs: An Opportunity for Growth

The District's review also identified K–12 media programs as an opportunity for continued growth.

Reedsport provides students with library and media resources, and staff work hard to support students' access to those resources. At the same time, we recognize an opportunity to develop a more consistent and coordinated K–12 media program that better supports teaching, learning, research, literacy, and student engagement.

Rather than viewing this simply as a compliance issue, the District sees it as an opportunity to build on what we already have and strengthen the resources and systems available to students and teachers.

Looking Ahead

Division 22 provides an important baseline for Oregon schools, but compliance is only the starting point. Our goal is to continually look for ways to make the educational experience better for Reedsport students.

The 2025–26 review gives us a positive foundation to build upon. We are meeting the state's requirements, and we also have identifiable opportunities to improve. That is a healthy position for a school district.

During 2026–27, Reedsport School District will continue to:

- Protect and maximize instructional time;
- Look for practical ways to improve PE scheduling and facility use;
- Strengthen opportunities in our K–12 media program;
- Regularly review our practices against state requirements; and
- Focus our improvement efforts on the quality of instruction and the experience students have every day in our schools.

We appreciate the work of our teachers, support staff, administrators, and families who make this work possible. Division 22 compliance is a shared responsibility, and the District is proud of the work being done across Reedsport schools.

We are in compliance, we know where we can improve, and we are moving forward with a clear focus on providing the best possible educational experience for our students.

Reedsport School Distrct

REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES

REEDSPORT HIGH SCHOOL SHOP AND ART BUILDING

SEISMIC REHABILITATION

CONTRACT ADMINISTRATOR:
REEDSPORT SCHOOL DISTRICT
JON ZWEMKE
SUPERINTENDENT
Phone: 541-271-3656
Email: jzwemke@reedsport.k12.or.us

ISSUE DATE:	NOVEMBER 1, 2026
RFP CLOSING (DUE) DATE:	DECEMBER 15, 2026

NO LATE RESPONSES WILL BE ACCEPTED

SUBMITTAL LOCATION

REEDSPORT SCHOOL DISTRICT OFFICE
100 RANCH RD, REEDSPORT, OR 97467
ATTN: SHARMEN TIPTON, EXECUTIVE ASSISTANT
stipton@reedsport.k12.or.us | 541-271-3656 ext. 103

- Assist the District with the entitlement of the projects through the Authorities Having Jurisdiction and the State Historical Preservation Office.
- Provide all construction administration services necessary for the implementation of the projects. Services include but are not limited to: Administering project logs, RFI administration, manages progress meetings, submittal review, change order review and verification of certified pay requests.
- Assist District Staff with SRG reporting requirements for the project as required.

Selection Process:

This Request for Proposals ("RFP") and the selection process will be conducted pursuant to the terms of this RFP, the Oregon Attorney General's Model Rules for Consultant Selection, OAR Chapter 137, Division 48, and the District's applicable Board Policies.

Compensation:

Compensation will be based on a total "not-to-exceed" amount for services and reimbursable expenses, with "not-to-exceed" maximums for the following individual phases of the design: Pre-Design/ Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration services, including record documentation. Project Management services are requested in addition to the individual phases list above. The amount of compensation will be negotiated with the Apparent Successful Proposer.

Proposal Requirements:

The Proposer and all firms, subsidiaries and individuals providing professional services shall be currently licensed to practice in each of their respective areas of professional expertise in the State of Oregon, and shall comply with all State of Oregon Architect and Professional Engineer licensure requirements.

The submittal must include the following, in addition to what is required to comply with the Evaluation Criteria below:

- The firm's name, address, phone number, and facsimile number;
- The name of the contact person within the firm and his/her email address;
- A list of the firm's key personnel who would be assigned to this Project, by discipline;
- The name and Oregon registration number of the Project engineer who will serve as the Engineer of Record;
- The names of additional Project engineer(s) the firm proposes to provide services on this project, along with specific projects each of these persons has worked on in the past three years;
- Illustrations or photographs of at least three (3) relevant projects completed by the firm and involving the above named individuals; and
- The construction cost and building area (in gross square feet) of each reference project;
- Date of completion of each reference project;

a) Describe your firm's past record of performance on contracts with governmental agencies and private owners with respect to such factors as cost control, quality of work, ability to meet schedules, and contract administration.
b) Three (3) letters of reference must be provided, preferably for projects of similar type and size. Provide contact information for each reference.

5) Project Approach (20 points)
   a) Describe your approach to completing seismic rehabilitation projects and what special services, systems, or qualifications the firm has that would benefit the District in this project. Include familiarity with this project specifically and its specific requirements.
   b) Provide examples of lessons learned and examples of how your firm has worked with Owners and Contractors to minimize surprises during seismic rehabilitation projects.
   c) Proposed cost management & quality control techniques to be employed.

6) Project Location (10 points)
   a) Describe your availability to and familiarity with the area in which the Project is located, including knowledge of design and construction techniques unique to the area.
   b) Describe proposer's plan to maximize and document local participation.

Evaluation Process:

The selection committee will score each submittal on the basis of responses to the evaluation categories. Submittals will be rated based upon the weights assigned to each item as noted in the parentheses at the end of the categories.

Each category will be assigned a weight between 0 and 25. Each member of the evaluation committee will rank each firm in each category between 0 and 5, and multiply that number by the weight assigned to the category. The individual evaluation committee members will then total the weighted score from all of the criteria to obtain the total score. The result of this total score will be used to rank all respondents.

The RFP also requires reference information for your firm. The District will utilize this information and any other independently obtained references that can provide background on the firm. This information will not be separately scored, but results obtained from these and/or other reference checks will be utilized in evaluating and scoring in the other categories and in the final ranking.

The evaluation committee will meet and use the individual evaluation committee member rankings as a beginning of their discussion. The discussion of the responses will include firm strengths and weaknesses and the individual evaluation committee member scorings. The committee reserves the option to interview finalists as ranked from the results of the evaluation committee discussion and scoring.

Selection Procedure and Timetable:

The selection procedure described below will be used to evaluate the capabilities of interested firms to provide the professional services to the District for this Project.

Telephone, facsimile, or electronically transmitted submittals will not be accepted. Responses received after the closing date and time will not be considered.

Questions:

All questions and contacts with the District regarding any information in this RFP must be addressed in written form to the Contract Administrator at the address, email or fax listed in this document.

Solicitation Protests:

Respondents may submit a written request for clarification or change or protest of particular solicitation provisions and specifications and contract terms and conditions (including comments on any specifications that a firm believes limits competition) to the Contract Administrator at the address, email or fax listed in this document. Such requests and protests must be received no later than 2:00 pm, October 23, 2026. Such requests or protests must state the reasons for the request or protest and any proposed changes to the solicitation provisions and specifications and contract terms and conditions. Failure to file a protest by this time will be deemed a waiver of any claim by a respondent. The District will issue a written disposition of each such protest no less than three (3) business days before proposals are due. If the District upholds the protest, in whole or in part, the District may, in its sole discretion, issue an addendum reflecting its disposition or take other appropriate action.

Change or Modification:

Any change or modification to the specifications or the procurement process will be in the form of an addendum to the RFP and will be made available to all firms via email from the Contract Administrator. No information received in any manner different than as described herein will serve to change the RFP in any way, regardless of the source of the information. Any request for clarification or change or protest of anything contained in an addendum must be received by the date and time stated in the addendum, or they will not be considered.

Selection Protests:

Any respondent to this RFP who claims to have been adversely affected or aggrieved by the selection of a competing respondent may submit a written protest of the selection to the Contract Administrator at the following address within seven days after notification of that selection:

Jon Zwemke
Superintendent
Address:
100 Ranch Road Reedsport, OR 97467
Phone:
541-271-3656

Any such protests received by the Contract Administrator after the seven days will not be considered. The protest must state clearly the basis (or bases) for the protest and any legal authority in support thereof. At the request of the protester, a hearing will be conducted before District staff. At such hearing, the protester and other interested parties will have the opportunity to appear and make an oral

ESB/MBE/WBE:

The District is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses, and the District strongly encourages its consultants to utilize these businesses in providing services and materials for the District contracts and projects.

Additional Requirements:

Pursuant to OAR 580-061, by submitting a proposal, the proposer certifies that the proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to OAR 580-061-0040, Proposers are hereby notified that policies applicable to consultants and contractors have been adopted that prohibit sexual harassment and that proposers and their employees are required to adhere to the District's policy prohibiting sexual harassment in their interactions.

Exhibits:

Exhibit A - Structural Seismic Evaluation Report (including Preliminary Rehabilitation Drawings) prepared by ZCS, INC – Reedsport High School Shop and Art's Building Seismic Rehabilitation

End of RFP

REEDSPORT SCHOOL DISTRICT
REQUEST FOR PROPOSALS
SHOP & ART WING ROOF REPLACEMENT
Reedsport Community Charter School (RCCS)
Reedsport, Oregon

RFP Issued:	November 1, 2026
Proposal Submission Deadline:	December 15, 2026, at 12:00 PM PST
Submission Method:	Proposals must be submitted in a sealed envelope clearly marked "RFP - RCCS Shop & Art Wing Roof Replacement" and delivered to the Reedsport School District Office by 12:00 PM PST on December 15, 2026, for consideration.
Submit Proposals to:	Sharmen Tipton, Executive Assistant Reedsport School District 105 100 Ranch Rd, Reedsport, OR 97467 541-271-3656 ext. 103 stipton@reedsport.k12.or.us
Project Questions:	Michael Schoppe, Maintenance and Custodial Supervisor Reedsport School District 105 100 Ranch Rd, Reedsport, OR 97467 541-271-3656 ext. 115 mschoppe@reedsport.k12.or.us

1. INVITATION TO PROPOSE
Reedsport School District is requesting proposals from qualified, licensed and experienced roofing contractors for the complete replacement of the existing roofing systems serving the Shop & Art Wing at Reedsport Community Charter School (RCCS).

The District intends to select a qualified contractor capable of providing a complete, durable, watertight roofing system, including removal of existing roofing, preparation of the existing structure, installation of new roofing systems, flashing, drainage-related work, cleanup, warranties and all incidental work necessary to provide a complete project.

The successful contractor shall provide all labor, supervision, materials, equipment, transportation, disposal, permits, insurance, protection, temporary weatherproofing and other services necessary to complete the project.

2. PROJECT LOCATION
Reedsport Community Charter School
2260 Longwood Drive
Reedsport, OR 97467

Project Area: Shop & Art Wing
The Shop & Art Wing is an active school facility. Contractors shall coordinate all work with the District to minimize disruption to school operations and protect students, staff, visitors, vehicles and District property.

3. PROJECT DESCRIPTION
The project consists of the complete replacement of the existing roof systems on the Shop & Art Wing.

The existing roofing consists of two primary roof types:

A. Flat Roof Areas

The existing flat roof areas are constructed with a single-ply thermoplastic membrane roofing system, consisting of TPO/PVC-type roofing materials.

Approximate flat-roof area: 18,000 square feet. This measurement is provided for proposal reference only. Contractors shall field-verify all dimensions and quantities.

B. Sloped Roof Areas

The sloped portions of the building are currently covered with asphalt composition shingles.

Approximate sloped-roof area: 4,300 square feet. This measurement is provided for proposal reference only. Contractors shall field-verify all dimensions and quantities.

C. Existing Conditions Photograph

The following photograph is provided as a general visual representation of the existing Shop & Art Wing roofing and building configuration.

Existing Shop & Art Wing — Representative Existing Condition

The photograph is provided for general reference only and shall not be used as a substitute for the contractor's required site inspection or field measurements.



4. REQUIRED SITE INSPECTION

Contractors shall inspect the project site before submitting a proposal.

- Existing flat roofing.
- Existing sloped roofing.
- Roof edges and perimeter conditions.

- Flashing.
- Roof penetrations.
- HVAC and mechanical equipment.
- Vents and exhaust equipment.
- Drains, scuppers and other drainage components.
- Roof-to-wall transitions.
- Parapets and curbs.
- Existing roof decking to the extent reasonably observable.
- Building access and material staging areas.
- Equipment access.
- School traffic patterns and areas requiring protection.
- Existing conditions that could affect construction.

Contractors shall be responsible for satisfying themselves as to the existing conditions and the requirements necessary to complete the project. Failure to inspect the site shall not relieve the successful contractor of responsibility for conditions that could reasonably have been identified during a site inspection.

5. APPROXIMATE ROOF AREAS

Roof Type	Approximate Area
Flat TPO/PVC roofing	18,000 SF
Sloped asphalt shingles	4,300 SF
Total Approximate Roofing Area	22,300 SF

These quantities are approximate and shall be field verified by each contractor. The District will not be responsible for differences between these approximate quantities and the contractor's verified quantities.

6. BASE SCOPE OF WORK

- Mobilization and demobilization.
- Required permits and inspections.
- Protection of the building and surrounding property.
- Protection of school operations.
- Removal and lawful disposal of existing roofing.
- Removal of existing roofing accessories, as necessary.
- Inspection of exposed roof decking.
- Replacement of deteriorated roof decking as authorized.
- Preparation of existing substrates.
- Installation of new flat roofing system.
- Installation of new sloped roofing system.
- Insulation and coverboard where required.
- Underlayment.
- Flashing.
- Perimeter edge metal.
- Roof penetrations.
- Curbs and equipment flashing.
- Roof-to-wall transitions.
- Drainage improvements as required.
- Temporary weather protection.
- Cleanup and removal of construction debris.
- Manufacturer inspections.
- Final inspection.
- Warranty documentation.
- All incidental work necessary to provide a complete and watertight installation.

7. FLAT ROOFING SYSTEM

The existing flat roofing consists of TPO/PVC-type single-ply membrane roofing.

The contractor shall provide a complete replacement of the flat roofing system.

The proposed system shall include all components necessary to provide a complete roofing assembly, including membrane, insulation, cover board where required, fasteners and plates or approved attachment system, adhesives where applicable, seams, flashing, perimeter securement, edge metal, penetration flashing, equipment flashing, drainage components and other manufacturer-required components.

8. SLOPED ROOFING SYSTEM

The existing sloped roofing consists of asphalt composition shingles.

The successful contractor shall remove the existing shingles and related roofing components as necessary and install a completely new sloped roofing system.

The new system shall include, as applicable, asphalt shingles, underlayment, ice/water protection where required, starter shingles, ridge and hip components, flashing, step flashing, valley flashing, pipe flashing, vent flashing, wall flashing, drip edge, ridge ventilation where appropriate and all required fasteners.

9. ROOF DECK INSPECTION AND REPLACEMENT

Following removal of the existing roofing, the contractor shall inspect the exposed roof deck. Deteriorated, damaged or structurally unsuitable decking shall be identified to the District. No substantial deck replacement shall be performed without District authorization unless immediate action is necessary to protect the building or prevent an unsafe condition.

Contractors shall provide a unit price per square foot for roof-deck replacement. The unit price shall include removal of damaged decking, disposal, new decking, fasteners, labor and related materials.

10. INSULATION AND COVER BOARD

The contractor shall evaluate the existing insulation assembly and propose an appropriate replacement system. The proposal shall clearly identify proposed insulation type, thickness, R-value, cover-board type and thickness, and attachment method. Any required code upgrades shall be identified in the proposal.

11. FLASHING

All flashing shall be replaced or renewed as necessary to provide a complete roofing system, including perimeter flashing, wall flashing, parapet flashing, roof-to-wall transitions, equipment curbs, pipe penetrations, vents, exhaust fans, HVAC equipment, electrical penetrations, conduit, drains, scuppers, valleys, roof transitions, expansion joints and other penetrations and transitions.

12. ROOF PENETRATIONS AND EQUIPMENT

All existing roof penetrations shall be inspected. The contractor shall provide proper flashing and weatherproofing around all penetrations. No penetration shall be left inadequately sealed. Mechanical equipment and other rooftop equipment shall be protected during construction. The contractor shall coordinate with the District before moving, disconnecting or modifying any mechanical or electrical equipment.

13. ROOF DRAINAGE

The contractor shall inspect existing roof drainage systems. The completed roofing system shall provide positive drainage. The contractor shall identify any drainage deficiencies observed during the site inspection. Proposed drainage improvements shall be identified separately in the proposal unless required as part of the roofing manufacturer's installation requirements.

14. TEAR-OFF AND DISPOSAL

The contractor shall remove existing roofing materials necessary to complete the project. All removed roofing materials shall be properly handled and disposed of in accordance with applicable laws and regulations. The contractor shall maintain the site in a clean and orderly condition throughout construction.

15. HAZARDOUS MATERIALS

The contractor shall not disturb suspected asbestos-containing materials, lead-containing materials or other hazardous materials without proper authorization and required procedures. If potentially hazardous materials are encountered, work in the affected area shall be stopped and the District shall be notified. The contractor shall comply with all applicable OSHA, DEQ, EPA and other regulatory requirements.

16. TEMPORARY WEATHER PROTECTION

The contractor shall be responsible for maintaining the building in a weatherproof condition throughout construction. The contractor shall provide temporary protection whenever existing roofing is removed and the permanent roofing system has not yet been installed. The contractor shall have an emergency weather-response plan for unexpected rain, wind or other adverse weather. Any damage caused by inadequate temporary weather protection shall be the responsibility of the contractor.

17. SCHOOL AND SITE PROTECTION

The project will occur at an active school facility. The contractor shall protect students, staff, visitors, vehicles, buildings, athletic areas, landscaping, pavement, utilities and District equipment. The contractor shall establish appropriate barricades, warning signs and controlled work areas. Roofing materials, tools and equipment shall not be left where students or unauthorized personnel can access them. Daily cleanup shall be required.

18. SCHOOL OPERATIONS AND WORK HOURS

The contractor shall coordinate work schedules with the District's Maintenance and Custodial Supervisor. Work shall be scheduled to minimize disruption to school operations. The District may require certain work to be performed during summer break, weekends, school holidays or other periods when students are not present. The contractor shall provide the District with a proposed construction schedule before beginning work.

19. ROOFING MATERIAL STAGING

The contractor shall coordinate all material deliveries and staging with the District. The contractor shall identify proposed staging areas and shall be responsible for protecting pavement, landscaping, utilities and other District property from damage caused by equipment, material deliveries or construction activities.

20. CONTRACTOR QUALIFICATIONS

Proposals shall be submitted by contractors who are properly licensed and qualified to perform the work.

- Oregon CCB license number.
- Company name and address.
- Primary contact.
- Years in business.
- Roofing experience.
- Experience with comparable public-school projects.
- At least three relevant project references.
- Proposed project manager.
- Proposed superintendent/foreman.
- Roofing manufacturer certifications, if applicable.
- List of proposed subcontractors.

21. PUBLIC WORKS / PREVAILING WAGE

This project is a public works project and shall comply with all applicable Oregon public works requirements. The contractor and all subcontractors shall comply with applicable Oregon prevailing-wage requirements, Bureau of Labor and Industries requirements, public works bond requirements, certified payroll requirements, worker classification requirements, Oregon public works registration requirements and applicable state and federal labor requirements.

The contractor and all subcontractors shall have a Public Works Bond filed with the Oregon Construction Contractors Board before beginning work on the project, unless exempt under Oregon law.

The applicable BOLI prevailing wage rate publication and amendments in effect for the project shall be incorporated into the contract documents as required.

22. INSURANCE

The successful contractor shall maintain insurance required by Oregon law and the District's contract requirements, including applicable workers' compensation, general liability and automobile liability coverage. Evidence of required coverage shall be provided to the District before work begins.

23. BONDING

If required by applicable law or District procurement requirements, the successful contractor shall provide the required performance bond and payment bond. Bonding costs shall be identified in the proposal.

24. WARRANTY

The contractor shall provide both manufacturer and contractor warranties. The proposal shall clearly state manufacturer warranty period, contractor workmanship warranty period, what is covered, exclusions and required maintenance or warranty inspections. The District prefers a roofing system with a minimum 20-year manufacturer warranty and a substantial contractor workmanship warranty.

25. MANUFACTURER INSPECTION

Where required by the roofing manufacturer, the contractor shall coordinate manufacturer inspection of the completed roofing system. Any deficiencies identified by the manufacturer shall be corrected before final acceptance. The District shall receive copies of all inspection reports and warranty documentation.

26. CLEANUP AND FINAL CONDITION

- Remove all construction debris.
- Remove temporary fencing and protection.
- Clean work areas and roof surfaces.
- Remove loose roofing materials and excess materials.
- Repair damage caused by construction.
- Restore affected areas.
- Clean gutters, drains and drainage components.
- Remove equipment.
- Leave the site in a condition acceptable to the District.

27. CHANGE ORDERS

The contractor shall make every reasonable effort to identify existing conditions before submitting its proposal. Change orders shall not be used for work that should reasonably have been anticipated through proper site inspection and preparation of the proposal.

No additional work shall be performed without written authorization from the District, except emergency work necessary to protect the building from immediate damage. Change-order requests shall include description of work, reason, labor, material, equipment, subcontractor cost, contractor markup and schedule impact.

28. UNIT PRICING

Item	Unit	Unit Price
Roof deck replacement	SF	$_____
Additional flat-roof membrane	SF	$_____
Additional insulation	SF	$_____
Additional cover board	SF	$_____
Additional asphalt shingles	SF	$_____
Additional flashing	LF	$_____
Additional perimeter metal	LF	$_____
Additional pipe/penetration flashing	Each	$_____
Additional drainage work	LS	$_____
Other anticipated work	_____	$_____

29. ALTERNATES

Contractors shall identify any recommended alternates separately from the base proposal.

Alternate No. 1 — _____

Description: _____

Cost: $_____

Alternate No. 2 — _____

Description: _____

Cost: $_____

30. PROPOSAL REQUIREMENTS

- Completed proposal form.
- Base project price.
- Unit prices.
- Alternates.
- Roofing system specifications.
- Manufacturer information.
- Warranty information.
- Proposed construction schedule.
- Contractor qualifications.
- References.
- CCB license information.
- Subcontractor information.
- Insurance information.

- Bonding information, if applicable.
- Confirmation of prevailing wage compliance.
- Confirmation of site inspection.
- Identification of exclusions.
- Identification of assumptions.
- Identification of any proposed substitutions.

31. BASE PROPOSAL

The contractor shall provide one lump sum price for completing the entire project described in this RFP.

BASE PROPOSAL: $_____

The base proposal shall include all labor, materials, equipment, supervision, disposal, permits, insurance, warranties and incidental work necessary to provide a complete project.

32. CONTRACTOR EXCLUSIONS

Any exclusions from the base proposal shall be clearly identified. The absence of a written exclusion shall be interpreted as inclusion in the contractor's base proposal when the work is reasonably necessary to complete the project described in this RFP.

33. PROPOSED CONSTRUCTION SCHEDULE

Estimated mobilization date: _____

Estimated start date: _____

Estimated substantial completion date: _____

Estimated total working days: _____

The District strongly prefers that major roofing work be scheduled during periods when students are not present whenever reasonably possible.

34. PROJECT COMPLETION

- All roofing work is complete.
- All flashing is complete.
- Roof penetrations are properly sealed.
- Drainage systems are complete.
- Construction debris has been removed.
- Required inspections have been completed.
- Manufacturer inspection has been completed, if applicable.
- Punch-list items have been corrected.
- The building is weather-tight.
- Required warranty documentation has been submitted.

35. DISTRICT'S RIGHT TO REJECT PROPOSALS

The District reserves the right to reject any or all proposals, waive minor informalities as permitted by law, request clarification or additional information, negotiate as permitted by applicable procurement requirements, and cancel the solicitation when determined to be in the public interest and permitted by Oregon law.

36. PROPOSAL ACCEPTANCE

Proposals shall remain valid for a minimum of 90 days following the proposal deadline unless otherwise specified by the District.

37. CONTRACTOR CERTIFICATION

By signing below, the contractor certifies that the contractor has inspected the project site; reviewed the RFP; understands the project requirements; included all required labor and materials; will comply with applicable public-works and prevailing-wage requirements; will maintain required insurance; will provide required warranties; has identified all exclusions and assumptions; and is properly licensed and qualified to perform the work.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CCB LICENSE NO.: _____

CONTACT NAME: _____

PHONE: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

38. QUESTIONS AND ADDENDA

All questions regarding existing building conditions, site access, inspections and project requirements shall be directed to:
Michael Schoppe, Maintenance and Custodial Supervisor
Reedsport School District 105
100 Ranch Rd, Reedsport, OR 97467
541-271-3656 ext. 115
mschoppe@reedsport.k12.or.us

Any clarification or change to the RFP that materially affects the solicitation will be issued by the District in writing as an addendum and provided to all known proposers. Oral statements or interpretations shall not modify the RFP.

39. PROPOSAL CHECKLIST

Proposals will be evaluated based on price, compliance with project requirements, contractor qualifications and comparable experience, proposed materials and roofing system, project schedule, warranty, and references.

- ❑ Site inspection completed
- ❑ Existing conditions reviewed
- ❑ Flat roof area field verified
- ❑ Sloped roof area field verified
- ❑ Existing TPO/PVC roof reviewed
- ❑ Existing asphalt-shingle roof reviewed
- ❑ Roof penetrations reviewed
- ❑ Drainage reviewed
- ❑ Roof deck conditions considered
- ❑ Tear-off included
- ❑ Disposal included
- ❑ New flat roofing system identified
- ❑ New asphalt-shingle system identified

- ❑ Insulation identified
- ❑ Flashing included
- ❑ Edge metal included
- ❑ Temporary weather protection included
- ❑ School-site protection included
- ❑ Cleanup included
- ❑ Unit prices provided
- ❑ Alternates identified
- ❑ Warranty information provided
- ❑ References provided
- ❑ CCB license information provided
- ❑ Prevailing wage requirements acknowledged
- ❑ Insurance requirements acknowledged
- ❑ Construction schedule provided
- ❑ All exclusions identified
- ❑ Base proposal completed

40. IMPORTANT PROPOSAL REQUIREMENT

Contractors shall submit a complete proposal based upon the entire scope of work described in this RFP. The District's intent is to obtain a complete roof replacement, not simply a membrane or shingle installation. The contractor shall include all components, accessories, flashing, preparation, protection, disposal, labor and incidental work reasonably necessary to provide a durable, watertight and complete roofing system.

Any item the contractor believes is excluded from the base proposal shall be specifically identified in writing with the proposal.

End of RFP

REEDSPORT SCHOOL DISTRICT
REQUEST FOR PROPOSALS
RCCS SECURITY FENCING PROJECT
Reedsport Community Charter School (RCCS)
Reedsport School District

RFP Issued:	November 1, 2026
Proposal Submission Deadline:	December 15, 2026, at 12:00 PM PST
Submission Method:	Proposals must be submitted in a sealed envelope clearly marked "RFP - RCCS Security Fencing Project" and delivered to the Reedsport School District Office by 12:00 PM PST on December 15, 2026, for consideration.
Submit Proposals to:	Sharmen Tipton, Executive Assistant Reedsport School District 105 100 Ranch Rd, Reedsport, OR 97467 541-271-3656 ext. 103 stipton@reedsport.k12.or.us
Project Questions:	Michael Schoppe, Maintenance and Custodial Supervisor Reedsport School District 105 100 Ranch Rd, Reedsport, OR 97467 541-271-3656 ext. 115 mschoppe@reedsport.k12.or.us

1. PROJECT OVERVIEW
Reedsport School District is requesting proposals from qualified fencing contractors to furnish and install a new security fence at Reedsport Community Charter School (RCCS). The project is intended to improve separation of student-accessible areas from the parking and vehicle-access areas while maintaining a durable, attractive appearance appropriate for the school.

2. DESIGN INTENT AND APPEARANCE
The completed fence shall present the general appearance shown in the attached Fence Appearance Reference Exhibits. The exhibits are provided to communicate the District's desired style, scale, finish, picket configuration, posts, rails, and overall appearance.

- Approximately 6-foot-high ornamental metal security fencing.
- Black/dark factory finish suitable for exterior school use.
- Ornamental wrought-iron or equivalent steel/aluminum fencing acceptable to the District.
- Vertical pickets with pointed/ornamental tops, horizontal rails, and substantial square posts.
- Fence panels and posts shall be straight, uniform, professionally aligned, and consistent in appearance.
- Contractor shall provide a complete, finished installation with no exposed sharp edges, unfinished cuts, or hazardous projections.
- The appearance reference images are representative only; actual dimensions and placement shall follow the project drawings, marked site photographs, and field-verified conditions.

3. PROJECT LOCATION AND FENCE LAYOUT
Project Location: Reedsport Community Charter School.
2260 Longwood Drive
Reedsport, OR 97467

The contractor shall field verify all dimensions and existing conditions before fabrication. Fence placement shall follow the District's marked site photographs and drawings provided with the solicitation.

- Fence shall be approximately 6 feet high unless specifically noted otherwise in the site drawings.
- Fence shall terminate at the existing building columns/termination points identified by the District.
- No fence shall extend beyond the columns or other termination points shown on the District's marked-up photographs.
- The contractor shall not relocate fence lines based solely on visual perspective in the photographs; the marked fence lines and District direction control.
- Contractor shall coordinate all post locations with existing pavement, concrete, utilities, structures, drainage, and other site conditions.
- Final field dimensions shall be verified by the contractor before ordering or fabricating materials.

4. APPROXIMATE QUANTITY

The anticipated project quantity is approximately 300 linear feet of security fencing, including gates. The quantity is approximate and shall be field verified by the contractor. The proposal shall identify the unit price, if any, for additional or reduced linear footage.

5. GATES AND FIRE/LIFE-SAFETY ACCESS REQUIREMENTS

The fencing system shall be designed and installed so that the completed fence and gates do not create or worsen an obstruction to required means of egress or emergency responder access.

The District's Fire Marshal/Fire Code Official requirements are controlling for gate locations, emergency access, and fire-service locking. Contractor shall coordinate the final gate layout with the District before fabrication.

- Provide seven (7) separate pedestrian/access gates at the locations designated by the District.
- The seven access gates are required to maintain access/egress through the fenced area and shall be distributed so that required alternate access remains available if one gate is blocked, consistent with the applicable requirements of OFC/OSSC Chapter 10, including Sections 1005.3.2 and 1007.1.2.
- Each required access gate shall provide sufficient clear opening width for the occupant load served and shall comply with applicable minimum clear-width and egress-capacity requirements. Contractor shall verify the required clear opening before fabrication.
- Required egress gates shall be readily operable from the egress side without a key, special knowledge, or special effort when serving as part of the means of egress, unless a specific alternative is approved in writing by the Fire Code Official.
- Gate hardware shall not reduce the required clear opening or otherwise interfere with the means of egress.
- Required access gates shall be arranged a reasonable distance apart so that if one gate is blocked, the remaining required gates continue to provide usable access/egress, as required by OFC/OSSC Section 1007.1.2.
- Provide one (1) vehicle/delivery access opening consisting of two (2) approximately 6-foot-wide gate leaves, for an approximately 12-foot total opening, at the location specified by the District.
- The delivery gate shall be suitable for emergency and service vehicle access and shall open fully without interfering with the required access route.
- All gates shall be constructed to match the adjacent 6-foot ornamental fence in appearance, height, finish, and quality unless a different configuration is specifically required for egress or emergency access.
- No fence or gate shall extend beyond the building columns/termination points identified by the District's marked site photographs.

Fire Department Access / Rapid Entry:

- Where the fence creates a secured barrier to fire-department access, provide an approved rapid-entry/Fire Department access locking arrangement as required by the Fire Code Official and OFC Section 506.1.1.

- The contractor shall coordinate the exact rapid-entry lock/Knox hardware requirements with the District and Fire Code Official before ordering or installing gate locks.
- The District's Primus keyed mechanical latches shall be provided where designated for District security. Primus hardware shall not be substituted for required fire-department rapid-entry hardware where the Fire Code Official requires a Knox/approved fire-service lock.
- The existing Knox Box shall be relocated as directed by the District and Fire Code Official so that emergency responders can readily access the required keys/controls for the secured gates.
- The relocated Knox Box location shall be approved by the District/Fire Code Official before final installation.
- Gate locking hardware shall not prevent or delay emergency responders from obtaining access through any gate designated for fire-department access.

The RFP shall be interpreted together with the Fire Marshal's prior site observations/deficiencies. The contractor is responsible for notifying the District before installation if any proposed gate, latch, post, fence segment, or hardware arrangement appears inconsistent with the Fire Marshal's requirements or the currently adopted Oregon Fire Code.

6. SECURITY HARDWARE

Important: Security locking requirements shall not conflict with fire/life-safety egress or Fire Department rapid-entry requirements. Where requirements conflict, contractor shall obtain written direction from the District and Fire Code Official before installation.

- Provide Primus-keyed mechanical latches/locking hardware where designated by the District.
- Coordinate keying with the District before ordering cylinders or keyed hardware.
- Hardware shall be commercial grade and suitable for exterior exposure.
- No substitute locking arrangement shall be installed without prior District approval.
- Coordinate the relocation of the existing Knox Box as directed by the District. The contractor shall protect the Knox Box and coordinate final mounting location with District representatives and emergency-access requirements.
- Expanded steel security panels shall extend sufficiently around the gate and latch area to prevent unauthorized access by reaching around the security barrier to operate the gate handle, latch, or locking mechanism. The installation shall eliminate any accessible gap that could allow a person to reach around, through, or over the security barrier to operate the gate hardware.

7. POSTS, FOOTINGS, AND ATTACHMENT

- Fence posts shall be securely anchored in concrete and installed plumb and aligned.
- Where posts are installed through existing concrete or pavement, contractor shall core/drill as appropriate and provide sound structural anchorage.
- Repair or patch disturbed concrete and pavement to a neat, durable condition.
- Post spacing and footing dimensions shall comply with the fencing manufacturer's engineering requirements and applicable code requirements for the site.
- Contractor shall verify the condition and thickness of existing concrete before selecting installation methods.
- Do not damage building foundations, utilities, drainage systems, or concealed services.

8. MATERIALS AND FINISH

- Fence shall be new, commercial-grade material.
- Finish shall be uniform black/dark exterior-grade coating appropriate for coastal/wet weather exposure.
- Welding and fabrication shall be clean and professional.
- All field cuts, welds, drilled areas, and damaged finish areas shall be properly treated and coated.
- Different fence components shall be visually compatible and shall match the reference appearance as closely as commercially available.

9. SITE PROTECTION AND SCHOOL OPERATIONS

- Maintain safe pedestrian and vehicle access to the school throughout the project to the extent practicable.
- Coordinate work areas, deliveries, staging, and temporary closures with the District.
- Contractor shall protect students, staff, visitors, vehicles, buildings, pavement, landscaping, and other District property.
- No work area shall be left in a condition that creates an unsafe condition for students or staff.
- Remove all construction debris and surplus materials from the site at completion.
- Restore disturbed areas to equal or better condition.

10. FIELD VERIFICATION / PRECONSTRUCTION MEETING

A preconstruction meeting shall be held with the District before fabrication or installation. The contractor shall verify the fence line, gate locations, dimensions, post locations, hardware, and site access requirements at that meeting. Any discrepancy between the reference images, marked site photographs, and actual field conditions shall be brought to the District's attention before work proceeds.

11. SUBMITTALS

- Product information for the proposed fence system.
- Fence and gate dimensions, post sizes, spacing, and footing requirements.
- Gate hardware and locking/latching information.
- Finish/coating information.
- A simple site layout or shop drawing showing fence and gate locations before fabrication.
- Manufacturer's installation requirements.
- Any proposed substitutions for District review and approval.

12. CONTRACTOR REQUIREMENTS

- Contractor shall be properly licensed and qualified to perform the work.
- Contractor shall maintain insurance required by Oregon law and the District's contract requirements, including applicable workers' compensation, general liability and automobile liability coverage. Evidence of required coverage shall be provided to the District before work begins.
- Contractor shall comply with applicable Oregon public works, prevailing wage, safety, and construction requirements.
- Contractor shall obtain permits, inspections, and utility locates required for the work.
- Contractor shall coordinate required inspections and provide documentation to the District.

13. PROPOSAL REQUIREMENTS

Proposal shall specifically identify the proposed gate hardware for the seven required access gates and the delivery gates, including how the proposal will satisfy fire/life-safety egress and Fire Department rapid-entry requirements.

Proposals shall include:

- Lump-sum price for the complete project.
- Separate pricing for any identified alternates.
- Unit price per linear foot for additional/reduced fencing, if requested by the District.
- Price for the 12-foot delivery gate assembly, identified separately.
- Proposed project schedule and estimated duration.
- Warranty information.
- Description of proposed fencing system and finish.
- Three recent references for comparable commercial, institutional, or school fencing projects.
- Any exclusions or assumptions.

14. BASIS OF AWARD

Proposals will be evaluated based on price, compliance with project specifications, proposed materials and hardware, contractor qualifications and comparable experience, project schedule, warranty, and references. The District intends to select the responsible proposer whose proposal provides the best overall value to the District.

15. WARRANTY

Contractor shall provide manufacturer's warranties and a minimum one-year workmanship warranty unless a longer warranty is included in the proposal. Warranty shall cover defective materials, workmanship, hardware installation, and failures attributable to improper installation.

16. COMPLETION AND CLOSEOUT

- Remove all debris, temporary fencing, excess concrete, packaging, and unused materials.
- Repair damage caused by the contractor's work.
- Provide warranty documents and product information.
- Provide keys/cylinders and any required keying documentation to the District.
- Demonstrate operation of all gates and locking/latching hardware to the District.
- Provide final confirmation that the Knox Box has been relocated and is accessible as directed.

17. FENCE APPEARANCE REFERENCE EXHIBITS

The following photographs are incorporated into this RFP as visual reference exhibits. They are intended to establish the desired general appearance of the proposed RCCS fencing. They do not establish exact field dimensions or fence placement. Exact site placement is controlled by the District's marked site photographs/drawings and field verification.

Exhibit A-1 — Representative gate, post, latch, and fence-panel appearance.



Exhibit A-2 — Representative long-run fence appearance, post spacing, and overall finish



18. CONTRACTOR CERTIFICATION

By signing below, the contractor certifies that the contractor has inspected the project site; reviewed the RFP; understands the project requirements; included all required labor and materials; will comply with applicable public-works and prevailing-wage requirements, if applicable; will maintain required insurance; will provide required warranties; has identified all exclusions and assumptions; and is properly licensed and qualified to perform the work.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CCB LICENSE NO.: _____

CONTACT NAME: _____

PHONE: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

19. PROPOSAL FORM

RCCS SECURITY FENCING PROJECT

Base Proposal – Complete Project	
12-Foot Delivery Gate Assembly	$
Additional/Reduced Fence Unit Price	$/linear foot
Proposed Project Duration	
Earliest Available Start Date	
Warranty Period	
Contractor Signature	
Print Name / Title	
Date	

20. QUESTIONS AND ADDENDA

Questions regarding site conditions, fence layout, gates, hardware, access or project requirements shall be directed to Michael Schoppe at the contact information listed in this RFP. Any clarification or change to the RFP that materially affects the solicitation will be issued by the District in writing as an addendum and provided to all known proposers. Oral statements or interpretations shall not modify the RFP.

21. PROPOSAL CHECKLIST

Proposer confirms that the following information is included with the proposal:

- ❑ Required site inspection/field verification completed
- ❑ Fence layout and dimensions field verified
- ❑ Seven pedestrian/access gates included
- ❑ 12-foot vehicle/delivery gate included and separately priced
- ❑ Proposed fence system, materials and finish identified
- ❑ Gate hardware and locking/latching system identified
- ❑ Fire/life-safety and emergency-access requirements addressed
- ❑ Primus-keyed hardware requirements addressed
- ❑ Knox Box relocation included
- ❑ Post, footing and anchorage requirements included
- ❑ Base proposal price completed
- ❑ Unit price for additional/reduced fencing provided
- ❑ Proposed project schedule and duration provided
- ❑ Warranty information provided
- ❑ Three comparable-project references provided
- ❑ Oregon CCB license information provided
- ❑ Insurance requirements acknowledged
- ❑ Public works/prevailing-wage requirements acknowledged, if applicable
- ❑ All exclusions and assumptions identified
- ❑ Proposed substitutions, if any, identified
- ❑ Proposal signed by an authorized representative

22. DISTRICT RIGHTS

The District reserves the right to reject any or all proposals, waive minor informalities as permitted by law, request clarification or additional information, negotiate as permitted by applicable procurement requirements, and cancel the solicitation when determined to be in the public interest and permitted by Oregon law.

End of RFP

REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION SERVICES RFP # 26-0001

RFP Issued:	December 1, 2026
Submission Deadline:	January 15, 2027 by 12:00 PM, PST

Proposals must be received at the District Administration Office by 12:00 PM, PST on January 15, 2027, for consideration. Two (2) hard copies of the proposal are required. In addition, **proposers must be available for an interview if requested with the Selection Committee in person on February 16-18, 2027.**

Please direct proposals to:

Sharmen Tipton
Executive Assistant
Reedsport School District #105
100 Ranch Rd Reedsport, OR 97467
stipton@reedsport.k12.or.us

Proposals will be opened on January 20, 2027, at 5:00 PM, PST, at the Reedsport School District Office. Only the name of the proposer will be read aloud.

Reedsport School District

Request for Proposals - Student Transportation Services

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ADVERTISEMENT

REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION SERVICES

The Reedsport School District is seeking proposals from qualified contractors to provide student transportation services including home to school transportation, individualized transportation, and activity trips per the specifications of the solicitation document. This document is available in the Daily Journal of Commerce or by email from Joshua Cook at joshuac@scesd.k12.or.us and at the district's office, 100 Ranch Rd, Reedsport, Oregon.

Sealed proposals will be received until 12:00 PM, PST on January 15, 2027. Two (2) hard copies shall be delivered to Sharmen Tipton, Executive Assistant, Reedsport School District, 100 Ranch Rd, Reedsport, OR 97467. The submissions shall be clearly marked "Proposal for Student Transportation Services."

The District reserves the right to cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.

Published: December 1, 2026
Daily Journal of Commerce

PROPOSAL SELECTION TIMELINE

Advertisement for Proposals/RFP Issued	December 1, 2026
Last Day for Questions	December 30, 2026, by 5:00pm
Last Addenda Issued (if any)	January 7, 2027, by 5:00pm
Proposals Due	January 15, 2027, by 12:00pm
Proposer Interviews (if necessary)	February 16-18, 2027
Notice of Intent to Award	February 24, 2027
Recommendation to School Board/Contract Award	March 10, 2027
Contractor to Begin Service	July 1, 2027

I. INTRODUCTION

The Reedsport School District is soliciting proposals from qualified contractors to provide student transportation services. It is the District's intention to determine the most responsible Proposer through evaluation of various criteria including, but not limited to quality of management and operations, company stability, service reputation, length of time in business, accuracy and transparency of records, billing and invoices, preventive maintenance program, safety program, and equipment (buses) that will handle the number of students to be transported daily, and overall cost of services to be rendered. Proposals will be evaluated from the standpoint of capability to serve District needs in an efficient and safe manner and to provide leadership in evaluating current routing, bus stops, etc.

A contractor currently provides student transportation services for the District. This contractor currently provides all home-to-school transportation routes, some individualized transportation routes, and some trips. The District is seeking a student transportation contractor to serve as the primary service provider for transportation.

The successful Proposer will provide necessary leadership, coordination, and cooperation to assure that student transportation services are responsive to the needs of the District and are consistent with District policies, state requirements, and all other applicable laws and regulations.

The services and equipment required and offered in proposals shall meet the needs as described within this solicitation and relating to the number of students transported daily. Proposers may include any special or unique services they plan to provide. No alternate routing proposals will be accepted. Any alternate routing or elimination of routes will be addressed after the successful Proposer has been selected.

Proposals will be evaluated by a Selection Committee consisting of District staff, Board Members, Business Managers and the Superintendent. The Selection Committee will review all documents submitted as a part of each proposal. The District reserves the right to make unannounced visitations to other sites where the Proposer is currently providing services. The District may request interviews with proposed site management personnel of companies submitting proposals.

District officials may hold interviews with representatives of Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any clarification of a proposal by Proposer shall be in writing. The District will keep a detailed record of all discussions.

The contract for student transportation services will be awarded to the Proposer whose proposal best meets the District's needs. It is the District's intention to

determine the best, responsive, and responsible Proposer pursuant to the criteria outlined in Section V of this solicitation.

It is understood that the District reserves the right to cancel the request for proposals or reject any or all proposals in accordance with ORS 279B.100, or waive any informality in a proposal; and, it is expressly contemplated that no contract exists on the part of the district until formal written notice has been given or until a contract is fully executed. It is understood that the District reserves the right to award a contract for the proposal in the manner deemed to be in the best interest of the District.

Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, the Proposer must notify the District. All written corrections sent to Proposers are to be considered in the proposal and become part of the solicitation documents. All requests for additional information, from any Proposer, must be received by the District in writing via email at joshuac@scesd.k12.or.us no later than December 30, 2026 at 5:00 p.m. Likewise, all additional information or answers to questions provided by the District to any Proposer shall be in writing, emailed and supplied to all registered Proposers. **The submission of a proposal will be construed to mean that the Proposer understands the requirements and that the Proposer can supply the services as specified.**

ABOUT THE DISTRICT – *Reedsport School District serves approximately 510 students in grades K-12 in Reedsport and surrounding areas. The District is comprised of one elementary school and one junior/senior high school.*

Reedsport is in Douglas County, Oregon about 21 miles south of Florence, Oregon. Our school district serves communities characterized by a small-town atmosphere and rich natural beauty. Reedsport is along the Umpqua River and near the Pacific Ocean and is known for these natural attractions as well as the Oregon Dunes National Recreation Area.

II. GENERAL PROPOSAL INSTRUCTIONS

FORMAT OF PROPOSAL

Each Proposer is invited to submit a proposal for services based upon the items described within this solicitation. All proposals shall be sealed in an envelope and addressed as follows:

Sharmen Tipton, Executive Asst.
Reedsport School District
100 Ranch Road
Reedsport, OR 97467

In addition, the name and address of the Proposer and the title of the proposal ("Proposal for Student Transportation Services") must appear on the outside of said envelope. Two identical copies of the proposal shall be submitted under seal. The District must receive all proposals no later than 12:00 PM PST on January 15, 2027. The District is not responsible for proposals delivered to any location other than the address above either by the Proposer, delivery service or any other.

The proposal shall include all documents and information specified within this solicitation. Required documents in Section IX, where applicable, shall be signed as follows:

A. In the case of an individual proposer, by such individual proposer;

B. In the case of a partnership, the name of the partnership must appear on such proposal and it shall be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in such proposal;

C. In the case of a corporation, the president or other managing officer shall subscribe the corporate name, and there shall be set forth under the signature of such officer the name of the office the officer holds or the capacity in which the officer acts for such corporation.

Facsimile (fax) transmissions of proposals will not be accepted.

PROHIBITION OF ALTERATIONS

Proposals that are incomplete or conditioned, or that contain any erasures, alterations, or that contain irregularities of any kind, or that are not in conformity with the law may be rejected, as well as proposals that take exception to specifications or those that place conditions on the purchase, unless specifically indicated as acceptable.

III. COMPLAINTS AND REMEDIES

The District's designated contact for this solicitation is Joshua Cook, Asst. Business Manager. The designated contact will handle all objections, complaints, and inquiries regarding this solicitation, and the subsequent selection of a Contractor. The designated contact may be contacted as follows:

Joshua Cook, Asst. Business Manager
Reedsport School District
100 Ranch Rd
Reedsport, OR 97467

Email: joshuac@scesd.k12.or.us
Phone: 541-266-4024

Any protest of these proposal specifications must be presented to the designated contact in writing not less than 10 days prior to the proposal opening, marked "Proposal Specifications Protest – Student Transportation Services".

In response to such protest, an addendum may be issued, if deemed appropriate by the designated contact, or designee.

Any Proposer who submits a proposal to the District and who is adversely affected by the District's award to another Proposer may protest the contract award to another Proposer by filing a written protest to the above-referenced designated contact within five days of issuance of the notice of intent to award the contract. The protest must specify the grounds on which a protest is based. A Proposer is only adversely affected if it is next in line for the award as the best responsive and responsible proposal. Protests will be reviewed based upon written documents submitted by the protester, and the District's response will be in writing. The District may award a contract while a protest is pending.

The District's board of directors is the local contract review board for the District with the powers to act in the capacity as defined in Oregon Statutes and Administrative Rules.

All questions, complaints, and remedies shall comply with Oregon Statutes and Administrative Rules.

ACCEPTANCE OF CONDITIONS

Each Proposer, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

IV. EVALUATION

Proposals will be evaluated by a selection committee with points assigned based upon desirable features. Proposals submitted that do not meet mandatory requirements will not be rated. The role of the selection committee will include a complete review of all proposal documents submitted and may include on-site visitations to locations served as well as conferring with selected clients of the Proposer. It may also involve an interview with those Proposers selected to review their proposals. The District's board of directors will make the final decision on hiring a contractor.

All proposals from qualified contractors that provide the minimum required qualifications and that pass the financial strength tests will then be evaluated on the following criteria:

Ability to meet or exceed mandatory proposal requirements *(1.) Proposer has operated a Yellow bus student transportation program within the State of Oregon* *(2.) The ideal proposal will outline Contractor's ability to provide a system for bus routing, bus tracking, Parent Route Lookup, student referral tracking, and parent / district communication to perform the RFP scope of work.* • *The ideal proposer will have sufficient local support to assist with contract start up, trip/route coverage, onboarding, and training support. Additionally, contractor will also demonstrate the ability to have local regional support available to assist the location and district staff with maintenance, safety, human resources, and operational support.* *** Proposals not meeting these requirements may be rejected as non-responsive.***	**Pass/Fail**
Response from References selected by District • *References confirm proposer's ability to sustain successful transportation operations, Quality of service, Performance Record, and ability to perform RFP scope of work.*	15 points
Driver selection programs and training including pupil management, and ability to retain qualified employees • *The ideal proposal demonstrates sufficient evidence of their driver recruitment plan and their ability to hire experienced, trained and qualified drivers to perform RFP scope of work. Contractor provides a suitable wage/benefit package to attract and retain qualified drivers. Contractor proposal outlines their driver training program that focuses on student behavior with an emphasis on students with special needs. Contractor's proposal outlines their plan to manage student behavior referrals while with district building administrators.*	15 points
Safety program, history, and procedures	15 Points

• *The ideal proposal will outline the contractor's ability to provide safe and reliable transportation to the students of Reedsport School District. Proposal will outline the contractor's ability to reduce preventable accidents.*	
Parent, District, and community Communication Plan • *The ideal proposal will outline the contractor's plan to communicate route numbers, route pick up times, stop locations, and bus delays. Contractor's proposal will outline their ability to answer parent, school, district, and community inquiries in a timely manner and communicate route information, delays, emergencies, and service changes effectively.*	15 Points
Fleet plan: Replacement plan for equipment and quality of maintenance program • *The ideal proposal demonstrates Proposer's ability to meet or exceed all equipment needs specified in this RFP.* • *Demonstrates ability to maintain and operate equipment safely and effectively.*	15 Points
Fees/Total Cost	25 Points
Total Number of Points	100 Points

The District, through the selection committee, reserves the right to invite one or more Proposers to present their proposals and interview, in person, with the selection committee. Interviews will be scheduled for February 16-18, 2027, if needed.

DISCLOSURE
Proposals will not be made a part of the public record until after the selection process is completed. All Proposals, including the evaluation reports, will then be available for public review.

DISCLOSURE OF INTEREST
No employee or elected official of the District may own more than five percent of a business that is submitting a proposal on any awards with the District unless it is fully disclosed in the proposal documents.

V. TERMS AND CONDITIONS – GENERAL

By submitting a proposal in response to this solicitation, Proposer agrees to the following terms and conditions of service to District:

DEFINITION OF KEY TERMS

Proposer	An individual or company, experienced and qualified in the area of school bus operations, that elects to provide the District a proposal to provide student transportation services.
Proposal	Detailed information provided by a Proposer outlining the manner in which Proposer intends to provide student transportation services to the District.
Contractor	Successful Proposer
District	Reedsport School District #105
School Bus (Buses)	Regulation school bus that meets or exceeds the State of Oregon minimum standards
Agreement	Contract between District and Successful Proposer

TERM

District will award a contract for an initial three-year period (the "Initial Term"). This Initial erm shall begin on July 1, 2027 and expire on June 30, 2030. The contract may be extended in years subsequent to the initial contract by mutual written agreement of the parties (a "Subsequent Term"). Subsequent Terms may occur in increments of one to three years. Such extensions must be agreed upon by November 1 of the final contract year or the contract will expire at the ending date of the term then in effect.

DISTRICT POLICIES

1. The District shall have the exclusive right and obligation to set standards or policies for District operations. Policies include those regarding student transportation in general, and in particular as to the school calendar, beginning and ending time of schools, walking distances to school, the establishment of bus stops, bus arrivals and departure times, current route descriptions, student discipline, and all other pertinent policies relating to transportation. All District policies can be viewed at https://policy.osba.org/reedspor/index.asp.

2. The District shall designate the students for whom Contractor shall provide service. The Contractor shall provide service for such students for each day that school is in session during the term of the Agreement and shall provide other services for students and authorized District personnel as the District may require.

INDEPENDENT CONTRACTOR

Contractor is an Independent Contractor responsible for furnishing transportation services only, pursuant to the Agreement, and neither Contractor nor any agent, officer, or employee of Contractor shall be held or deemed in any way to be an agent, employee, officer, or official of the District as those terms are used in ORS 30.265. None of the benefits provided by the District to its employees are available from the District to the employees, agents or servants of the Contractor. Contractor shall be solely responsible for Contractor's acts and for the acts of Contractor's agents, officers, and employees during the performance of the Agreement, and at all other times, and District shall have no power or control pertinent to the acts of any said persons.

INSURANCE

1. Contractor, at its sole expense, shall procure and furnish the District with a Certificate of Insurance naming District as additional insured. The Certificate of Insurance shall be provided annually and maintained on file continuously, for the term of the Agreement. The insurance minimums satisfactory to the District shall be as set forth below. The insurance shall be kept current during the Agreement, and the District requires 30 days' written notification prior to any cancellation of the required insurance should a change in insurance carriers take place.

2. The Contractor shall provide general liability and automobile liability insurance, protecting the District as an additional insured, its agents and employees acting in their official capacities as such, the Contractor as a named insured, drivers and other related personnel from any claim for damages for personal injury or death and from

damage to property which may arise from operations of the Contractor under the Contract.

The following **minimum** limits apply to the general liability insurance requirements:

$2,000,000	Each Occurrence
$4,000,000	General Aggregate

***Sexual Abuse and Molestation coverage required with full limits.*

The following minimum limits apply to the Bodily Injury and Property Damage Combined:

$2,000,000	Per Occurrence
$4,000,000	Annual Aggregate

***Sexual Abuse and Molestation coverage required with full limits.*
*** State mandated UM/UIM and PIP requirements*

3. Workers' compensation insurance shall be maintained as required by law.

4. CONFIDENTIALITY. District and Contractor agree to comply with applicable laws relating to protected health information (HIPAA) and protected student information (FERPA). Both parties shall ensure that their personnel, employees, affiliates, and agents maintain the individual confidentiality of all persons served by the Agreement as well as each entity's business information.

5. CYBER SECURITY. District and Contractor acknowledge that it may be necessary to electronically transfer data regarding students, staff, and general business information to ensure Contractor is able to provide the services required by the Agreement. It is the expectation of the District that the Contractor has taken industry accepted and appropriate steps to ensure the security and confidentiality of electronic data. District is not responsible for any third-party injury(ies) and/or claim(s) that may arise in connection with Contractor's actions or inactions in this area.

6. SEXUAL ABUSE AND MOLESTATION. The Contractor's general liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation coverage of not less than $1,000,000 per occurrence or incident, each occurrence or limit must be provided to the District in the form of a certificate of insurance and must be approved by the District prior to the execution of the Agreement.

ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other party which are related to this Agreement for the purpose of examination, copying and audit unless otherwise limited by law. The Contractor shall maintain such books and records for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

BACKGROUND AND CRIMINAL RECORDS CHECKS

The Contractor agrees to comply with the District's policy regarding background and criminal records checks for all Contractors and Contractors' employees who will be providing services to the District. When District receives a report of suspected abuse or sexual conduct by a contractor, District shall prohibit the contractor from providing services to District. If District determines there is reasonable cause to support the report of suspected abuse or sexual conduct, District shall prohibit the contractor from providing services. District may reinstate the contractor, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

CHILD ABUSE PREVENTION

When contract requires the Contractor or Contractor's employees to have contact with students, Contractor agrees to train employees annually in the prevention, identification, and reporting of child abuse and sexual conduct as described in Oregon Revised Statute 339.400. The District can provide access to a short online training for contractors and subcontractors to use with their employees. This training must be completed, and documentation verifying employees have completed the training provided to the District prior to the contracted employee having direct contact with Reedsport Public Schools students.

SAFETY

To ensure the safety of District staff and students, the Contractor must take reasonable precautions to ensure all individuals convicted of crimes listed in ORS 342.143 do not provide contracted services to the District. Furthermore, the Contractor shall provide timely notification to the District once they become aware that an employee providing the services for the District has been arrested or charged with a crime listed in ORS 342.143, and remove said individual from District or School District premises until the issue is resolved.

COMPLIANCE WITH STUDENT SEXUAL CONDUCT REQUIREMENT

All contractors, subcontractors, and their employees are prohibited from engaging in sexual conduct with students. Sexual conduct is defined as: any verbal, physical, or other conduct that is sexual in nature; directed toward a kindergarten through 12 student; unreasonably interferes with a student's educational performance; and creates an intimidating, hostile, or offensive educational environment. The definition of sexual conduct does not include behavior that would be considered child abuse as outlined in Oregon law.

Contractors and/or subcontractors are required to certify in writing to the District that they have informed all employees what conduct is prohibited, what reporting responsibilities employees have and who the contact is for reporting prohibited conduct.

All contracted employees who will be at a work site where kindergarten up to 12th grade students may be present, will be required to take an informational training on student sexual conduct requirements. The District can provide access to a short online training for contractors and subcontractors to use with their employees.

If a contractor, subcontractor, and/or their employees observe conduct he/she believes is prohibited, they are to report the information immediately to the building administrator.

If the District is made aware of a contractor, subcontractor and/or their employees engaging in prohibited contact, the District will conduct an investigation. At the sole discretion of the District, the Contractor shall either (a) immediately remove the employee from providing services to the school pending the conclusion of the investigation or (b) place the employee in a position that does not allow for unsupervised contact with students. If the District determines the contractor, subcontractor and/or their employees engaged in sexual conduct with students, the District will have the option to: (a) terminate the contract and/or (b) request the permanent removal of the subcontractor and/or employee from the worksite. Contractor will cooperate in any investigation being conducted by the District, law enforcement, DHS, ODE and/or TSPC.

HOLD HARMLESS

In addition to the insurance requirements included as part of the Agreement, the Contractor shall also defend, indemnify and hold harmless the District and its agents and employees acting in their official capacities as such from and against any and all claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of,

any person or persons whosoever, or damage to property of any kind whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor, any subcontractor, or any other person directly or indirectly employed by them or any of them, while engaged in the performance of the work or any activity associated therewith, or related thereto.

MODIFICATION

No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

EMPLOYEE REMOVAL

Contractor will immediately remove any Contractor's employee, agent or officer from all District schools or locations in cases where District determines, in its sole discretion, that removal of the employee, agent or officer is in the District's best interest.

FORCE MAJEURE

1. The performance of this Agreement by either the District or the Contractor is subject to, but not limited to, acts of God, war, disease outbreak including but not limited to pandemics, strikes, government regulation, domestic terrorism, disaster, civil disorder, curtailment of transportation facilities, or other emergency over which any party has no control, making it illegal, impossible, or impracticable to provide the services. This Agreement may be terminated without liability or penalty for any one or more of such reasons by written notice from one party to the others. In this event, the District shall pay to the Contractor, for buses used, the same amount specified in the rate schedule applicable for that year, less all reasonable expenses and costs incurred by the District in securing the services of such operating personnel. The Contractor shall not be released from contractual obligation because of the above-mentioned conditions until satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

   If neither the District nor the Contractor operates the buses, the District is not obligated to make any payments.

2. Contractor agrees to make every reasonable effort to provide transportation in the event of a strike by the District's employees.

ARBITRATION

Any disagreement regarding the interpretation, meaning, or effect of any provision of the Agreement may be settled by arbitration if so requested by both parties in writing. In case of such a written request, the parties agree that within 60 days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon.

ASSIGNMENT OF CONTRACT

Contractor may not assign this Agreement nor any interest herein to any other party or parties without the prior written consent of the District. In the event of any attempt to transfer interest without the District's permission, the District may terminate the Agreement with a notice period of its own choosing.

FUNDING

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

SEVERABILITY

Should any provision of the Agreement between the District and Contractor, or the application thereof, be held invalid or unenforceable, the remainder of the Agreement and the application thereof, other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

MERGER CLAUSE

There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its attachments (s). All attachment(s) hereto together constitute the entire agreement between the Parties.

DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to the establishment of any Agreement, the Successful Proposer shall certify in writing to the District that no relationship exists between the Successful Proposer and the contracting officer or the District that interferes with fair competition or is a conflict of interest, and that no relationship exists between the Successful Proposer and another person or organization that constitutes a conflict of interest with respect to an Agreement with the District. The District may waive this provision, in writing, if these relationships of the Successful Proposer will not be adverse to the interests of the District.

TAXES

The District is tax-exempt, and any tax liability that might be incurred by the Contractor for personal or real property is the sole responsibility of the Contractor.

NONPERFORMANCE

Contractor's remedy for breach of this Agreement by the District is a claim for the receipt of payments owing to Contractor for work performed under this Agreement to which Contractor is entitled. District's remedies for Contractor's failure to perform work or meet performance standards identified in this Agreement include all those available in law and equity, including but not limited to: reducing or withholding payment; requiring Contractor to perform, at Contractor's expense, additional work necessary to perform the work or meet established performance standards; completing the work itself or retaining other contractors to complete the work in which case Contractor shall bear the reasonable cost difference for these alternative, substitute services; or declaring a default, terminating the Agreement and seeking damages and other relief available under the Agreement and law.

TERMINATION OR SUSPENSION OF CONTRACTOR SERVICES

1. The District may terminate the Agreement immediately in the event that the District's board of directors or superintendent reasonably concludes that Contractor's performance under the Agreement has endangered the health, safety, or welfare of the District's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by District to Contractor by either delivery of written notice of such termination to Contractor's local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under the Agreement.
2. District may otherwise terminate the Agreement with Contractor, without cause, by giving 180 days' written notice of termination to Contractor. Said notice to be delivered by either delivery of written notice of such termination

to Contractor's local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under the Agreement.

3. District may terminate the Agreement if District gives written notice to Contractor of its intent to terminate the Agreement if Contractor is in default under the Agreement for any of the reasons set forth below in this section and Contractor should fail within 30 days after receiving such notice from the District to remedy said default set forth in the notice from District. The following events shall be a default by Contractor and shall be subject to this 30-day notice requirement:

- Should Contractor be or become insolvent.
- Should the Contractor make a general assignment for the benefit of creditors.
- Should the Contractor file for protection under the bankruptcy laws of the United States.
- Should the Contractor refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services required for the District as set forth in the Agreement.
- Should the Contractor fail to perform the transportation services required under the Agreement in compliance with the required time schedule.
- Should the Contractor regularly fail to comply with District transportation policies.
- Should the Contractor disregard laws, ordinances, governmental rules or regulations or the instructions of the District, which are consistent with the Agreement.
- Should the Contractor commit any other material breach of the Agreement.

4. In the event of termination under any provision herein, District, at its sole discretion, may elect to purchase from the Contractor all or selected transportation vehicles then in use in the District. The purchase of vehicles under this provision shall be at the then current fair market value. District must give written notice to the Contractor of its intent to purchase vehicles at the time the termination notice is provided and must specifically identify vehicles to be purchased within 30 days of the notice of termination or intent to terminate.

5. Additionally, the Contractor agrees that the District will have the right, as an additional option, to enter into a separate lease-maintenance agreement with Contractor where the District will provide the insurance, fuel, drivers, and all other management, and the Contractor will provide the bus ownership and

maintenance only. The period of such an arrangement may be any length of time chosen by the District, up to but not beyond the then existing term of the contract.

6. Contractor agrees to allow the District to determine the best method of the above by which to obtain the needed transportation service.

COMPLIANCE WITH LAW

1. Generally. Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances, and with District policies and regulations, applicable to this Agreement and the performance of work herein. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders, as may be amended, to the extent they are applicable to this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) Executive Order 11246; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) Workforce Innovation and Opportunity Act (WIOA).; (ix) ORS Chapter 659A; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. District's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279B.025, 279B.220, 279B.225, 279B.230, 279B.235 and 279B.240, which are incorporated by reference herein. Contractor shall comply with all applicable requirements of ORS Chapters 327 and 820 and OAR Chapter 581 Division 53, including all Oregon Department of Education pupil transportation requirements applicable to school bus operations and contracted transportation providers.

2. Compliance with Tax Laws. Contractor represents and warrants that the Contractor has complied with the tax laws of Oregon and of all applicable tax laws of any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor will continue to comply with such laws during the term of this Agreement. Contractor's failure to comply with such laws before or during the term of the Agreement is a default for which District may terminate the Agreement and seek damages and other relief available under the Agreement or law.

3. Nondiscrimination. Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, religion, national origin, sex, gender identity, disability, age, or sexual orientation with regard to, but not limited to, the following: Recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. Contractor further understands and agrees that violation of this clause may be treated by District as a material breach of the Agreement, unless Contractor makes a satisfactory showing that discriminatory practices have terminated and that recurrence of such acts is unlikely.

HAZARDOUS MATERIALS

Contractor shall notify District before using products containing hazardous materials, as defined in OAR chapter 437, to which District employees, students, and members of the public may be exposed. Upon request, Contractor will provide District with a Material Safety Data Sheet for such materials.

VI. TERMS AND CONDITIONS – SPECIFIC

Under the Agreement with the District, Contractor agrees as follows:

A. SCOPE OF SERVICE

1. To provide safe and reliable transportation to and from school and school-related functions. A typical regular school year will require 153 (4-day) – 175 (5-day) student transportation days depending on the approved work year/school calendar.
   Total days may vary slightly from year to year and could be reduced due to revenue constraints. The District will only be billed for days that service is provided by the Contractor.

2. To maintain orderly behavior and conduct of students on buses.

3. To provide a close working relationship between the management of the company and the administration and management of the District.

4. To provide positive public relations between the Contractor, the District, and its patrons.

5. To provide a transportation schedule that allows students minimal riding time to and from school not to exceed 120 minutes for elementary students and 120 minutes for middle and high school students, unless approved in advance by the District.

6. To communicate with District and school building office staff in a consistent and reliable manner.

B. MANDATORY PROPOSAL REQUIREMENTS

1. Proposer has operated a Yellow bus student transportation program within the State of Oregon.

2. The ideal proposal will outline Contractor's ability to provide a system for bus routing, bus tracking, Parent Route Lookup, student referral tracking, and parent / district communication to perform the RFP scope of work.

C. CONTRACTOR EQUIPMENT

1. MAXIMUM ALLOWABLE BUS/VEHICLE AGE

The average age of all buses (including spares) shall not exceed eight (8) years. Vehicles that exceed the following maximum age limits shall be replaced by new equivalent or better equipment throughout the term of the Agreement:

A. Gasoline buses - ten (10) years
B. Buses powered by alternative low carbon fuels – ten (10) years
C. Diesel buses - twelve (12) years
D. Transit buses
E. Small buses or vans - ten (10) years

2. APPROVAL

New vehicles shall provide, at a minimum, the capacities of vehicles currently in use. Both the Oregon Department of Education and the District shall approve all used equipment.

3. CONDITION AND MAINTENANCE

Contractor shall keep all equipment used for the transportation of students in strict accordance with the State of Oregon and federal standards and specifications for school buses. Such equipment shall be maintained in safe and good mechanical order at all times so as to pass the State School Bus Inspection. Such buses and vehicles shall also be kept in a clean and sanitary condition and free from body damage, including minor dents and paint scrapes of a cosmetic nature. All repairs shall be made within 15 days of occurrence, unless otherwise approved by the District. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance. Contractor shall administer on all buses and vehicles used by Contract in the transportation of students, an extensive preventive maintenance program which shall include the minimum:

a. A safety inspection and required repairs that at the minimum completely comply with the State of Oregon's annual school bus inspection requirements. This shall be completed by August 15 of every contract year or every 25,000 miles, whichever comes first. No inspection period, from the last to the most current, shall exceed 12 months.

b. A daily pre-trip bus inspection and withdrawal of any bus from service if a serious defect exists, including but not limited to steering, brakes, primary vision, exhaust, wheels, or tires, in accordance with applicable state requirements.

4. FLEET SIZE

The Contractor shall maintain a fleet of vehicles sufficient to provide all transportation services required by the District throughout the term of the contract. The fleet shall be capable of supporting daily home-to-school transportation, individualized transportation services, extracurricular activities, athletics, field trips, and emergency transportation needs.

Proposers shall identify the number, type, age, seating capacity, and accessibility features of the vehicles proposed for District service. The District reserves the right to determine whether the proposed fleet is adequate to meet operational requirements.

5. DISTRICT INSPECTION

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

6. RADIOS

Contractor shall equip all buses and vehicles used for the transportation of students and all contractor service vehicles with a District approved two-way radio or other communication system. Contractor must specify the system planned to be provided.

Proposed system must provide adequate coverage to meet the diverse geography of the District. Contractor must provide one radio for each school.

7. VIDEO AND AUDIO MONITORING EQUIPMENT

All buses used under this contract (including spares) will be equipped with high-quality digital video and audio monitoring systems. Audio and visual coverage should capture riders during seat time and loading/unloading of the bus to capture driver interactions with students, parents, and staff. Contractor is responsible for maintaining and replacing equipment. System components are subject to approval by the District.

Systems must be operational on all buses whenever students are present on the bus. Systems shall be kept in good working condition and checked at least once a week by the Contractor to verify that they are working. Documentation of system checks shall be provided upon District request.

Video surveillance of students is confidential and shall be considered property of the District. Contractor shall not allow viewing of the surveillance footage by any person who is not authorized by the District. Contractor will work with the District on an archival and retrieval plan. Video recordings requested by the District must be transferred to a secure cloud website for viewing within 24 hours of the request, in a format that can be viewed without specialty software. Contractor shall comply with all data privacy requirements and FERPA obligations in the handling of video and audio content.

8. ACCESSIBILITY

Contractor shall provide vehicles and equipment to meet accessibility needs for all students. District will consult with Contractor on individual needs that may include, but is not limited to, the following considerations:

- Handrail – availability on both sides of stairs, height, extension, size
- Steps – height, depth, angle, and traction
- Seats – restraint, size of seats to meet all student sizes
- Seatbelt locks
- Loading and unloading assist
- Equipment for Special Needs (harnesses, extenders, etc.)

The Contractor shall provide any modifications to equipment or additional equipment to meet student needs.

The proposed initial fleet shall be evaluated by the District for accessibility prior to approval and agreement under the contract.

9. REQUIRED MODIFICATION OF BUSES

Any installation of equipment modifications required by a change in law or regulation shall be the responsibility of the Contractor. Any installation or modification of equipment required by the District in addition to laws or regulations shall be done by the Contractor, with reimbursement to be made by the District at a prior approved cost. Cost of such District required modifications noted in this solicitation shall be included within the initial proposed fees in Section X.

10. USE OF RECYCLABLE PRODUCTS

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

D. FACILITIES

The Contractor shall be solely responsible for providing, equipping, maintaining, and operating all facilities necessary to perform the services required under this Agreement. Such facilities shall be adequate to support the Contractor's proposed operations, including the storage, fueling, cleaning, maintenance, and dispatch of vehicles used to provide services to the District.

All facilities utilized by the Contractor shall comply with applicable District policies, federal, state, county, and local laws, regulations, permits, and environmental requirements. The Contractor shall be responsible for all costs associated with its facilities and operations.

The Contractor shall maintain facilities sufficient to ensure reliable and timely transportation services to the District and shall identify the location of its proposed operating and maintenance facilities in its proposal.

E. ROUTING

1. REGULAR HOME-TO-SCHOOL TRANSPORTATION ROUTES

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

2. INDIVIDUALIZED TRANSPORTATION ROUTES

The Contractor shall provide services, both in and out of the District, to transport students with special transportation needs as required by the District, including provision of necessary vehicles to accommodate all needs. It is understood that requirements for individualized transportation vary from

day to day, requiring careful attention and rapid adjustments of vehicle schedules.

a. The Contractor shall be responsible for developing and coordinating individualized transportation routes inside and outside of District boundaries. The Contractor shall communicate routing information to both parents and schools. The Contractor shall communicate any specific changes regarding routing information to both the District's Administration and the affected parents at least 48 hours prior to the effective date of the change.

b. The Contractor shall pick up and drop off students with special transportation needs on the same side of the street where they reside. Contractor shall deliver the students to emergency locations whenever directed by the District.

c. Only Designated Personnel shall provide the Contractor with student names, addresses, number of students, and receiving schools for individualized transportation. Requests from unauthorized sources must first be approved by the Designated Personnel.

d. Contractor shall maintain updated records as furnished by District on each student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique conditions pertaining to each student, such as behavior, disability, or health. Each driver shall have the above appropriate information for any given route with him/her at all times when driving and shall maintain current information. This information shall be guarded as confidential according to federal and state guidelines implementing the IDEA and parallel state statutes and shall not remain on the bus or vehicle unattended.

e. The District reserves the authority to review and approve or modify these routes.

f. The District reserves the right to use other transportation sources if the Contractor cannot provide for District requests, or if they cannot provide in a timely or cost efficient manner.

g. The Contractor shall consider the specific safety needs of students and the adult support required in determining the size and type of bus used for transport.

3. **ROUTE TESTING**

a. Prior to the start of each school year the Contractor shall field-test all routes that the District has approved. Contractor shall notify the District of any time discrepancy in scheduling.

b. All drivers shall "dry-run" their routes before the start of the school year. All drivers, prior to being assigned or reassigned on a regular basis, shall be required to "dry-run" their route to ensure complete familiarity with route operation. The cost of this will be borne by the Contractor.

4. **ROUTE OWNERSHIP**

All bus routes, including home to school and individualized transportation, or any other routes that are developed by the Contractor for the District are and will remain the sole property of the District.

5. **ROUTE INDICATORS/NUMBERS**

All buses shall have the appropriate route number or indicator for the corresponding school in the windows of the bus each and every time of providing service to a given school. Route numbers are to be professional looking, prominently displayed, and easy to read from a distance. This will apply to all spare buses.

6. **PROBLEM SOLVING**

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

7. **ROUTE RESTRICTIONS**

In the designation and selection of routes under the Agreement, Contractor shall be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Oregon or any local municipality. However, the District at its option may specify that Contractor shall operate over other necessary or private roads, which are maintained in a condition equal to that of the maintenance provided for public roads, given permission from property owners. It is the Contractor's responsibility to obtain permission from the property owners.

8. **ROUTE CHANGES**

Student transportation requirements may vary throughout the school year, resulting in adding or deleting buses, and combining or splitting routes. Any and all route changes shall be pre-approved by the District. Contractor shall collaborate with District staff to ensure effective communication of route

changes in a timely manner. Contractor bus drivers are not to modify the established District approved bus routes without District approval. If the District increases or reduces the number of buses required to service the routes or reduces the route times, the compensation to the contractor will be adjusted as provided in this solicitation. The District reserves the right to revise or change any and all routes and the number of buses required to best suit its needs at any time before or during the school year.

9. **BUS LOAD LIMITS**

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

10. **SYSTEMS**

Contractor shall use a bus routing system to create and maintain the District's bus routes (home to school and individualized routes) for maximizing route efficiency. Contractor shall have multiple users proficient in the use of the system in support District operations. System will be implemented by August 15, 2027 following execution of the contract.

11. **ROUTE OPTIMIZATION**

Upon request, the Contractor shall complete an annual comprehensive route review and optimization. The review shall include evaluation of:

A. Number of buses
B. Route times
C. Ride times
D. Costs
E. Mileage
F. Ridership
G. Bell times

Contractor shall provide a recommendation, including rationale, to the District for any route changes to be implemented for the subsequent school year no later than June 1 of the year prior.

F. SCHEDULES

1. BUS ARRIVAL, DEPARTURE, TRAVEL TIMES

In developing and driving the routes, the Contractor will strive to comply with the following guidelines:

a. Student arrival at school in the morning (AM): between 30 minutes and 10 minutes prior to school starting time.

b. Bus arrival at school to pick up students in the afternoon (PM): No later than dismissal time at elementary schools. No later than 10 minutes after school dismissal time at the high school. All shuttles must be at their scheduled school before dismissal time.

c. Riding time shall not exceed 120 minutes for elementary students and 120 minutes for middle school and high school students, except as approved in advance in writing by the District.

d. Buses shall not depart from school earlier than eight minutes after school dismissal without the prior approval from Transportation Liaison; except for shuttles which shall have an approved departure time.

2. SCHOOL SCHEDULES

Setting school hours is the responsibility of the District. It is recognized, however, that school hours have a great impact on the ability of the Contractor to efficiently meet the requirements of the Agreement. The District will inform the Contractor of any planned changes in school hours, from one year to the next, no later than May 30th.

1. The Contractor will support the District in its establishment of the best combination of school and bus schedules by August 1, with all final decisions at the discretion of the District.

3. SCHEDULE PUBLICATION

By August 1 of each year, the Contractor will provide a written summary of route schedules presented separately by route and by street for district publication to parents. Contractor shall provide the routes in a format specified by the district.

4. SCHEDULE ADJUSTMENTS

All route schedule adjustments that are more than five minutes earlier or later must be approved by the Administration prior to implementation. Changes must be communicated in writing to all riders and the school at least 48 hours in advance of implementation. Contractor shall provide a route update procedure to be approved by the District.

G. STAFF

1. CONTRACTOR STAFF

For the protection of students, drivers and other persons coming in contact with students must be of stable personality and of the highest moral character. The District places responsibility upon Contractor and Contractor agrees that it will not allow a person to drive a school bus or work with students whose character is not of the highest level, or whose conduct might in any way expose a child to any impropriety of

word or conduct whatsoever, nor shall Contractor allow a person to drive a school bus who is not at the time in a condition of mental, physical or emotional stability.

a. Contractor shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours to be able to perform uninterrupted reliable on-time service in case of emergencies, no-shows, and other exceptional circumstances. The Contractor will provide a detailed summary of staffing proposed for the Agreement.

b. The responsibility of selecting, hiring, training, supervising, and disciplining drivers and all other employees shall rest upon the Contractor. In the selection and hiring process, the Contractor shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal, and safe driving records. The Contractor will be responsible for fingerprinting all employees that come in contact with students in accordance with ORS 181A.200 and OAR 581-021-0500 and other applicable laws, statutes, codes, ordinances, rules, regulations, and lawful orders. The Contractor shall not knowingly employ anyone who has:

- A felony or misdemeanor conviction within the past 10 years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
- Conviction of DUII, manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
- Conviction within the past two years of careless or reckless driving.
- Conviction of more than one offense in the past three years of speeding, violation of a traffic signal, or citation.
- A pattern of driving violations on the record.

Drivers must meet all requirements of the Oregon Department of Education and Oregon Department of Motor Vehicles requirements applicable to school bus drivers.

c. Contractor must have in place a program for mandatory drug testing/screening for all new hires, mandatory post-accident drug testing, and random testing of all employees.

d. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor and the Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with the Contractor's ability to comply with this requirement. The Contractor further agrees that the District shall have the right by written order to require removal from the Contractor's operation serving the District any person(s) or driver(s)

who in the opinion of the District, is not of appropriate personality, character, temperament, or qualifications to operate a school bus as set forth in the Agreement, or who is not in compliance with this contract, District policy, or any government laws or regulations as related to his or her job in regard to any or all of the foregoing.

2. **CONTRACTOR'S PERSONNEL**

The contractor shall provide the following staffing dedicated solely to the Agreement:

a. MANAGEMENT

Contractor shall provide a Manager with significant supervisory experience in the field of student transportation.

The District shall have the right of final approval of the appointment of the Manager and to require removal from Contractor's service to the District of any management person who has not performed to the satisfaction of the District. It is the expectation of the District that the Manager assigned to administer this Contract with the District will remain for the duration of the Contract if at all possible. The District requires six months notification of any consideration of employment status change of the Manager that is under the control of the Contractor.

The Manager shall have the experience, skills and necessary delegated authority to take responsibility for all requirements of the Contract and to speak fully for the Contractor. The District's expectation is that the Manager will have the ability to manage all phases of student transportation. The Manager's skills will include computer literacy with word processing, spreadsheets, and electronic communication. The manager's duties will include all functions necessary for full administration of all Contract requirements. These shall include, but not be limited to, responding to parent concerns and complaints, coordinating with and supporting individual schools, supporting and helping implement District programs for student behavior management, driver training, etc.

b. In addition to a Manager, Contractor agrees to provide, at a minimum, the following personnel on site at the facility:

- Contractor agrees to designate one of the employees as a Safety and Discipline Officer, acceptable to the District, who shall work with students, drivers, school personnel, and parents. The Safety and Discipline Officer may also be the Manager.
- Contractor agrees to provide Dispatcher services. Dispatchers shall communicate with District personnel, parents and drivers to coordinate the safe and uninterrupted flow of transportation services.

- Contractor shall provide a Maintenance Supervisor and/or maintenance technician, experienced and knowledgeable in the area of school bus maintenance. The Maintenance Supervisor will be required to understand maintenance requirements and standards of the Oregon Department of Education.
- Contractor agrees to supply a primary driver to each route bus. The driver shall perform all ordinary and usual requirements of the position of school bus driver, and other necessary tasks to meet the standards of service and other requirements in accordance with the Agreement.
- Contractor agrees to provide access to language interpretation and translation services AS NECESSARY
- Contractor agrees to provide other staff as necessary to meet the service expectation of the Agreement.

3. MINIMUM REQUIREMENTS OF DRIVERS

a. Contractor shall permit subject school buses to be operated only by well-trained and competent drivers who hold valid CDL licenses and school bus driver's certificates issued by the State of Oregon Department of Education.

b. Contractor shall make its best effort to hire school bus drivers and other personnel with previous school bus driving or school transportation experience or having good aptitude for training. The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.

c. Contractor shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this contract, shall be a driver assigned to a specific route(s) at the commencement of each school year and is normally expected to remain until the end of the school year. The Contractor may transfer drivers among routes whenever the interest of the students may be served, but shall minimize such transfers throughout the year. The District reserves the right to request a replacement or transfer of a driver for good cause.

d. The Contractor shall provide to the District a signed compliance notification prior to the beginning of each school year that: 1) all drivers have satisfactorily passed a pre-trip inspection and behind the wheel test, 2) that the Contractor has in its files a copy of the criminal verification and driving record report for each driver along with a list of drivers waiting for approval, and 3) all drivers have completed annual mandatory trainings. These training programs must be approved by the District, or the District can provide web- based training in these areas.

e. A driver supervisor or certified driver trainer shall ride with every certified bus driver at least once every six months for the purpose of observing and evaluating their drivers' practices with respect to safety, mechanical operation,

and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management. The Contractor will submit a report to the District listing all drivers and their review dates. In addition, the District may at any time have a representative ride with any driver of the Contractor for the purpose of observation to assure compliance with the terms and conditions of the Agreement.

4. STAFFING HOURS

The Contractor shall have a competent manager who is authorized to act on behalf of the Contractor. Contractor shall provide sufficient support staff during the hours of 5:30 AM and 6:00 PM or until the last route bus returns to the facility, and at other times as required by activity trips. The proposer will include information on how they plan to staff their facility, and when and what services are available during what times in their proposal.

5. EMERGENCY CONTACT

One or more emergency phone numbers must be provided to the District where Contractor can be reached 24 hours a day, 7 days a week in case of emergency. The Location Manager must have a mobile phone available at all times.

6. APPAREL

The District requires that all Contractor staff maintain a professional appearance appropriate for the duties, in accordance with the standards of the District.

H. REPORTS

1. DISCIPLINE AND HEALTH

Contractor shall provide the District, within 24 hours, written student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, phone contact with the administration will be made immediately.

2. ACCIDENT

In the event of an accident during the school day (with or without students on the bus):

a. Contractor shall notify the administration immediately by telephone and provide the route number or trip description, number of staff and students (and the schools they attend) on the bus at the time of the incident, the location and brief description of the accident. Contractor will also provide email documentation of the incident within the same day of occurrence.

b. Within 30 minutes of notification to the District, the Contractor shall provide the full names of students and staff on the bus at the time of the accident.

c. The Contractor will provide any additional information to the District as required by District policies and procedures.

d. Contractor shall provide a written report describing all details of any accident on the same day it occurred. It is the Contractor's responsibility to report all accidents in compliance with the laws and regulations of the Oregon Department of Education and Oregon Department of Motor Vehicles.

3. DAILY BUS REPORT (DBR)

Contractor shall use and have drivers complete a Daily Bus Report (DBR). The DBR will form the basis of rate-based fees to the District. DBR reports shall be completed for each individual bus movement by date and route. These shall remain on file at the transportation facility and be available for District audit and review on request. A summary spreadsheet of the DBR data must be submitted monthly with the billing. An automated system may be used but must be approved by the District.

4. STATE REPORTS

Contractor shall furnish the District with information necessary to complete transportation reports for the State of Oregon. This includes the annual preparation of the Transportation Information report (Form 581-2249-M) by August 15 of each year.

5. INSPECTION/CERTIFICATION REPORTS

Contractor shall, by August 1 of each year, provide to the District a written list of all buses and vehicles including year, make, size, and specifications to be used for student transportation by the Contractor or a letter from a manufacturer committing that buses will be available by August 15th of the subject year. Prior to District approval, the Contractor shall pre-inspect all the above buses and vehicles and provide the District with complete copies of the Oregon Annual Vehicle Inspection/Maintenance and Certification (Forms 581-2255 and 581- 2256C) by August 15th of the subject year or no later than ten working days prior to their use by the contractor for student transportation. Contractor shall correct all discrepancies within two (2) weeks and notify the District in writing of the same. The District reserves the right to reject any vehicles submitted for approval for non-compliance with the Agreement.

6. BUS DRIVER INFORMATION REPORTS

Contractor shall have in its files and make available to the District upon request, information such as, but not limited to, drivers' names, dates of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.

7. BOOKS

The District retains the unrestricted right to inspect the Contractor's buses, records, maintenance, and operational procedures and driver training, as well as other areas pertaining to compliance with the contractual terms and/or required methods of transporting students.

8. ANNUAL REVIEW

Contractor's Manager shall formally meet with District-designated personnel at least once every year to report on achievements, areas of concern, activities performed in compliance with the Agreement and information of interest regarding news and changes in the school transportation industry.

9. MONTHLY SUMMARY REPORT

By the tenth (10) calendar day of the month following, the Contractor shall supply the District with a monthly summary report. The report will include, but not necessarily be limited to:

a. The number of open routes
b. Current list of route driver assignments
c. Current list of substitute/cover drivers and their availability
d. Current list of trip drivers and their availability
e. Number of drivers in training and estimated completion date
f. The number of accidents
g. The number of vehicle breakdowns
h. How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
i. Late route buses, indicating what school, route, date, day, time and reason, who was notified
j. Late trip buses – trip #, school, cause, details
k. Bus capacity and estimated daily ridership by route, AM and PM
l. Number of student citations written at each school, identified by route number.

10. DISTRICT MEETINGS

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

11. ANNUAL PRESENTATION

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

12. MONTHLY BILLING

Contractor shall provide to the District, accompanying each monthly invoice, an electronic billing workup in Microsoft Excel format. The spreadsheet format, level of detail, and design shall be subject to District approval.

Each monthly invoice shall be accompanied by supporting documentation sufficient for the District to independently verify all charges. Documentation shall include, at a minimum, route-level and trip-level billing detail, service dates, vehicle type, hours

billed, mileage billed, trip destination or purpose when applicable, fuel surcharge calculations if applicable, and any other fees, credits, or adjustments.

A summary spreadsheet of the month's daily bus reports shall be provided as supporting documentation. Additional supporting documentation shall be provided upon District request.

The District reserves the right to review and audit any records supporting invoiced charges throughout the term of the contract. Electronic invoices and supporting documentation shall be submitted in a format acceptable to the District.

I. COOPERATION

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

1. INQUIRIES ABOUT DRIVERS AND STUDENT PROBLEMS

Contractor will be responsible for answering inquiries from the public regarding drivers and student problems, schedules, and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the District Administration.

Contractor shall respond to inquiries from the District Office or School Administrator within 24 hours of inquiry. Video surveillance requests must be provided within 24 hours of inquiry.

2. INQUIRIES ABOUT ROUTES AND BUS STOPS

Contractor will be responsible for answering inquiries from the public regarding routes, schedules, and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the District Administration.

3. COURTESY AND PATIENCE

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

4. STAFF/DRIVER MEETINGS

Joint meetings for training and open exchange between District staff and Drivers will be held annually at a minimum. It is mandatory that all Contractor drivers and staff attend these meetings unless excused by the District. The Contractor and its drivers

shall work in support of District policies and strategies regarding interaction with students and handling of behavioral problems. It is absolutely essential that the District and the Contractor establish open and constructive communications. This important relationship will also be a major factor in the District's evaluation of Contractor performance.

J. SAFETY PROGRAM

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

1. Contractor shall administer a satisfactory safety program, which shall conform to the requirements of the State of Oregon and includes but is not limited to a regularly scheduled safety meeting for Contractor's personnel. It shall also include a school bus safety and training program for students.

2. Prior to the beginning of each school year all drivers will have to satisfactorily pass a pre-trip inspection and behind the wheel test. During the school year any new drivers must also satisfactorily pass a pre-trip inspection and behind the wheel test.

3. The Contractor will develop and maintain, with District approval, a written emergency crisis plan that addresses transportation emergencies in conjunction with the District's Emergency Operations Plan. The Contractor will instruct all of its employees in the content of both the Contractor's and the District's emergency plans. The Contractor shall develop procedures for handling student emergencies during transport to be provided to the drivers and kept on all buses at all times.

4. Contractor shall be available to make a bus safety presentation to classes of students in grades K-8 within the District as advised and directed by the District. These presentations will be in addition to the Emergency Evacuation Drill sessions required by the State of Oregon. In addition, assemblies and large group presentations will be presented as requested by individual principals.

K. INCLEMENT WEATHER

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

pertaining to the cancellation or alteration of bus routes, the Contractor is required to travel and inspect all designated roads, based on knowledge of geographic area and possible hazards, during inclement weather. The Contractor will consult with and make a recommendation to the Superintendent or designee regarding road conditions prior to 5:00 AM. Should bus services be required, Contractor agrees that it will abide by the decision of the District and will operate the routes as normally as possible. During the fall of each year, Contractor shall meet with the District to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.

L. STUDENT MANAGEMENT

1. DRIVER TRAINING AND CONSISTENCY

The District pursues the consistent handling of student behavior issues diligently so that students know what to expect and arrive to school ready to learn. It is important that bus drivers also strive for consistent treatment and expectations of students for us to jointly maintain sound Districtwide codes of conduct. The District shall share District procedures and policies and the Contractor will collaboratively work with the district to develop and share their procedures, driver training plan, and have specific training designed to support our students with special needs. The Contractor will update their yearly student behavior training plan and outline their goals in collaboration with the District. The Contractor shall maintain a continuing program to assure and promote driver adherence to District procedures and standards.

2. STUDENT BEHAVIOR

The District believes that all students should have access to our school system. Contractor should work collaboratively with the District to provide communication between the School staff and Drivers to support student behavior and ensure student success on our buses.

Proposer should have a student behavior/referral documentation process to facilitate communication between drivers and school staff to implement strategies, education, and tools to teach our students to successfully ride our buses.

The District also believes it is important to document and monitor issues, interventions and supports in order to best serve our students and families. Contractor will maintain any records in a confidential manner and collaborate with the District to produce behavioral changes that will enable students to develop the self-discipline necessary to remain in school and to function successfully in their educational and social environments in alignment with Reedsport Policy JG - Student Discipline

3. COMMUNICATIONS

1. In addition to, and as an important supplement to other forms of communication between Contractor and the District, Contractor's drivers and school principals (or designee) shall establish direct communications to assure timely awareness of and solution to problems.
2. Contractor shall be responsible for answering all calls related to drivers and student problems. Contractor is expected to work with building staff in individual school buildings in the resolution of problems with students. District personnel will be available for calls that cannot be satisfactorily resolved by the Contractor. For students in alternative placements outside of the District, the Contractor shall work with the District's Administration.
3. The Manager, Safety and Discipline Officer, Dispatcher, must all have access and be fluent in the use of email for communicating district information.

M. DISTRICT PERSONNEL DRIVERS

1. In certain circumstances, the District may desire its staff to operate type 10 or type 20 vehicles to transport students. The Contractor shall allow qualified District personnel to drive such contractor vehicles for field trips, excursions, school projects, activities, sports, and other District-approved activities. In such cases, no driver charge will be made by the Contractor to District. District personnel assigned to drive Contractor vehicles shall meet all legal requirements for the operation of those vehicles including required licensing and certification. All District-qualified drivers shall meet Contractor approval. District will insure for negligent acts of district drivers and vehicle damage while operated by District qualified drivers under the District's hired vehicles policy.

2. Contractor agrees, by separate fee to District, to provide the following service for approved District staff who desire to operate type 10 or 20 vehicles:

   a. Contractor shall provide the necessary classroom instruction to qualify District personnel to legally operate such vehicles.

   b. Contractor must also provide, upon reasonable notice, the necessary behind-the-wheel training required of those persons who have completed the classroom instruction.

   c. Contractor shall be obligated to notify the Department of Education as to those qualified to drive such vehicles as well as initiate drivers' records checks and maintain a current and accurate list of qualified drivers.

VII. TERMS AND CONDITIONS – COSTS/FEES

A. COST/FEE STRUCTURE

Contractor will bill the District based upon the following separate identifiable fees:

1. FIXED COSTS FEE

a. Included Costs: This fee category is intended to pick up the balance of fixed costs for the full year, based on the current level of transportation service represented by this request, and so that rate-based fees do not contain a fixed cost component. Examples of intended fixed costs include, but are not limited to: facility, insurance, management/office staffing, routing software, mechanic staffing and equipment, service vehicles, miscellaneous operating expenses, etc.

b. Spare Vehicles: It is the intent of this solicitation that the fixed cost associated with providing spare vehicles in accordance with this solicitation be included in this "Fixed Cost Fee" category.

c. Type 10 or 20 Activity Vehicles: It is the intent of this solicitation that the fees for ONE vehicle provided to the high schools be included in this "Fixed Cost Fee" category, including maintenance and mileage. The District will be responsible for fueling after use.

d. Other Vehicles: It is not the intent of this solicitation that the fixed costs associated with other student transportation vehicles be included in this "Fixed Cost Fee" category.

e. Proposers must include an itemized list of elements included in the fixed cost fee.

f. The Fixed Costs Fee will be divided and billed evenly over a 12- month period.

2. RATE-BASED FEES

a. Included Costs: This category is intended to pick up the costs associated with home-to-school routes, individualized transportation routes, trips and other miscellaneous transportation of students. Examples of included rate-based costs include: driver wages and benefits, vehicle fuel, bus and bus equipment depreciation costs, and supplies associated with vehicle maintenance. Rate-Based Fees should exclude fixed costs defined above.

b. Rates may be established as daily, hourly, or a combination thereof for activity where students are transported.

c. Rate fees may not be charged for items such as state-mandated drills, driver training, or test route driving.

d. Contractor will also provide individual fee rates for training district staff as previously specified in this document.

e. Rate fees for vehicles driven by District staff (other than those covered by the Fixed Fee Category) shall be based on mileage per trip and include the cost of fuel and maintenance, only when using contractor-provided vehicles.

f. All charges to the District for mileage or travel time shall start when the bus departs the transportation facility and returns to the transportation facility.

B. ALTERNATIVE TRANSPORTATION

When the need arises for a student to utilize alternative transportation, the Contractor should have the available methods of providing alternative student transportation. The Contractor shall select the method resulting in the lowest cost to the District, provided transportation requirements are met. The District reserves the right to seek other means of service if it is in the public's best interest to do so.

C. CHANGES

If, due to changed requirements or District requests, it is necessary to add or reduce the number of buses, the basis for adjusting the costs will be determined from the Rate Based Fee tables for the cost of adding buses or the cost of deleting buses. The amounts quoted for Fixed Cost Fees will not be adjusted if the cumulative number of vehicles added/deleted is 2 or less from the fleet size initially contracted; if the number exceeds 2, Contractor and District will negotiate any appropriate adjustment to the rates quoted. In the case of eliminated buses, the District agrees to pay Contractor for their use up to 30 days after the reduction notice while Contractor attempts to find another location where they can be utilized. If during the life of the Contract, vehicle types not listed on the Rate Based Fee Schedule are required, the District and Contractor shall negotiate their pricing and add them to the Rate Schedule.

D. CONTRACTOR CHARTERS

The District recognizes that the Contractor might be providing transportation for charter work and Contractor business that is unrelated to services provided to the District. Contractor will ensure that chartered buses do not show the District's name on the bus.

Contractor work that is not related to District business may not negatively impact the District's operation. No regular route drivers can be pulled from the regular route to be reassigned to non-District business. Contractor will develop an accurate system to track such use and submit a proposed method to reimburse the District for costs already charged to the District associated with those charter buses used.

E. COMPENSATION

Contractor will bill for and be paid a monthly amount for 12 months a year. Billing is due to the District by the 10th of each month for the prior month. Payment will be made net 30 days from the District's receipt of the invoice. The District may consider

an alternate billing schedule if it is in the District's best interest to do so, but it must be agreed to in writing prior to the event.

VIII. CURRENT SERVICE LEVEL INFORMATION

The information contained within this section is provided solely to assist Proposers in understanding the District's current transportation environment, operational requirements, and service expectations. The information presented is intended to be representative in nature and is provided for informational purposes only.

Current transportation operations, routes, schedules, student counts, program locations, fleet utilization, and service levels are subject to change based upon enrollment, educational programming, student needs, regulatory requirements, funding, and District operational priorities. Nothing contained within this section shall be construed as a guarantee of future service levels, fleet requirements, route structures, vehicle utilization, or annual transportation volumes.

Proposers shall base their proposals on meeting all requirements identified within this Request for Proposal. Current service information is provided to assist Proposers in developing staffing plans, fleet recommendations, operational approaches, and pricing assumptions.

Proposers may identify opportunities for operational improvements, efficiencies, route redesigns, technological enhancements, or other service alternatives within their proposals. Such alternatives may be submitted for District consideration; however, all pricing proposals shall assume continuation of transportation services at approximately the current level of service described in this solicitation unless otherwise specifically authorized by the District.

The successful Proposer will have the opportunity to review operational practices, routing strategies, fleet deployment, and service delivery methods with the District following contract award. The District reserves the right to modify routes, schedules, transportation programs, service levels, school boundaries, bell schedules, and operational requirements throughout the term of any resulting Agreement.

A. DISTRICT OVERVIEW

The District provides transportation services in support of its educational mission and is committed to ensuring safe, reliable, and efficient transportation for eligible students. Transportation services support regular education programs, special education programs, extracurricular activities, athletics, field trips, and other District-sponsored activities.

The District's transportation service area includes a combination of urban, residential, rural, and highway travel conditions. Transportation operations require

flexibility to accommodate changing enrollment patterns, educational programs, and student transportation needs throughout the school year.

Proposers are encouraged to become familiar with the District, its schools, service area, transportation challenges, and operational requirements when preparing their proposals.

B. DISTRICT BOUNDARIES

The District's transportation service area includes all attendance areas and facilities under the jurisdiction of the District. Transportation services may also be required to locations outside District boundaries to meet educational, special education, athletic, extracurricular, and other authorized transportation needs.

Proposers are responsible for becoming familiar with the District's geographic service area, roadway conditions, local traffic patterns, weather-related operating conditions, and other factors that may affect transportation operations.

Proposers are encouraged to review publicly available information regarding District boundaries, school locations, and transportation service areas when preparing their proposals.

C. SCHOOL CALENDARS AND HOURS

Current District calendars, school schedules, and bell times are available on the District website and are subject to change from year to year.

Transportation services are required on regular instructional days and may also be required for summer programs, special education services, extracurricular activities, athletics, field trips, Extended School Year (ESY) services, and other District-authorized activities or events.

Proposers shall be responsible for reviewing available calendar and scheduling information and incorporating appropriate operational assumptions into their proposals.

Current school calendar is available at:
https://www.reedsport.k12.or.us/wp-content/uploads/2025/12/2025-2026-UPDATED-Academic-Calendar-RCCS-IRRE-change-rev-09-19-25.pdf

Individual school schedules and bell times may be modified by the District from time to time to meet educational and operational needs.

D. DISTRICT PROGRAMS AND SPECIALIZED TRANSPORTATION SERVICES

The District provides transportation services in support of regular education, special education, Life Skills programs, Early Intervention services, extracurricular activities, athletics, and other District-sponsored programs.

Many specialized educational services are provided in cooperation with South Coast ESD and other educational partners. Transportation requirements may vary based upon student needs, program locations, service delivery models, and regulatory requirements.

The successful Proposer shall be capable of providing transportation services necessary to support all District programs throughout the term of the Agreement.

IX. REQUIRED PROPOSAL FORMS

The following forms must be completed by Proposer and submitted with proposal:

A. RFP CHECKLIST AND COMPLIANCE

B. PROPOSAL RATE SCHEDULE

C. TOTAL COST PROPOSAL

D. RESIDENT BIDDER

A. RFP CHECK LIST AND COMPLIANCE

This checklist must be completed and submitted with your proposal package.

1. Company Name: _____
2. Company Address: _____
3. Company Phone _____
4. Company E-mail Contact: _____
5. Company Federal Tax Identification No: _____

6. Company Structure:

_____ Sole Proprietor _____ Partnership

_____ Corporation Type _____

Where Incorporated? _____

7. Key Company Officers (And All Partners If Partnership):

Name	Title
_____	_____
_____	_____
_____	_____

8. Domiciled in the State of Oregon? _____ Yes _____ No

9. Registered to do business in the State of Oregon? _____ Yes _____ No

10. If not headquartered in Oregon, is company eligible for any preference in award of contracts with home state or with government bodies in home state? _____ Yes _____ No

11. If yes, state the law or regulation (legal citation preferred): _____

_____

Percent of Preference _____% State Preference Received _____

12. Inventory of Solicitation Documents Received (all documents received must be checked):

RFP Document _____

Required Proposal Forms _____

Required Proposal Supplemental Information _____

Addendums (list each #) _____ _____

_____ _____

13. Inventory of Solicitation Documents Submitted:

Proposal	_____ (2 Copies)
Required Proposal Forms A-D	_____
Required Proposal Supplemental Information	_____
All Required Signatures	_____
Any Added Proposal - Documents	_____

14. ANTI-COLLUSION AFFIDAVIT

As part of proposal, Proposer declares under the penalty of perjury, that the only person, parties or entities interested in this proposal are those named therein; that this proposal is, in all respects, fair and without fraud; that it is made without collusion with any employee, officer or director of the District; and that the proposal is made without any collusion with any other person, party or entity making another proposal in response to this Request for Proposals. It is further certified that the Proposer has not engaged in any price-fixing or any other illegal practices with respect to this proposal.

15. As required by OAR 137-046-0210, Proposer certifies that it has not discriminated against and will not discriminate against subcontractor in the awarding of a subcontract because the subcontractor is certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business.

16. With regard to this request for proposal for transportation services, the undersigned Proposer hereby confirms that the Proposer has:

A. Received all proposal materials as listed above;
B. Read and understood all proposal materials in their entirety;
C. Provided true and accurate data in all materials submitted with this proposal;

Proposer further acknowledges that it has complied with all the terms and conditions of the Request for Proposal.

_____
Signature of Authorized Representative

_____
Printed Name of Authorized Representative

_____
Title of Authorized Representative Date

B. PROPOSAL RATE SCHEDULE

NAME of Proposer: _____

The rate schedule is intended solely for the purpose of evaluating and comparing proposals. The cost estimates and pricing information provided by Proposers will be used by the District to establish a common basis for proposal evaluation and may also be used during contract negotiations with the successful Proposer.

For evaluation purposes, Proposers shall assume a minimum of 153 regular student transportation days and the service levels generally described within this RFP. These assumptions are provided solely for proposal comparison and are not a guarantee of future service levels, routes, vehicle utilization, or annual compensation.

The successful Proposer shall commit to a final rate schedule, subject to negotiation and District approval, which shall be incorporated into the final Agreement and serve as the basis for all charges during the contract term.

1. FIXED COST

All Inclusive Fixed Costs as described in Section VII. This is based upon maintaining the current service level generally described throughout this RFP and other requirements specified in Sections VI and VII.

Annual Fee $_____

Monthly Fee $_____

2. RATE BASED COST

a. Home-to-School Transportation

Large School Bus (15 or more passenger capacity)

Daily Route Rate $_____

Mileage Rate $_____

Additional Hourly Rate $_____

Small School Bus / Van (14 or less passenger capacity)

Daily Route Rate $_____

Mileage Rate $_____

Additional Hourly Rate $_____

Wheelchair Accessible Vehicle

Daily Route Rate $_____

Mileage Rate $_____

Additional Hourly Rate $_____

b. Activity, Athletic and Field Trip Transportation

Large School Bus

Mileage Rate $_____

Driver Hourly Rate $_____

Minimum Trip Charge $_____

Overnight Driver Rate $_____

Small School Bus / Van

Mileage Rate $_____

Driver Hourly Rate $_____

Minimum Trip Charge $_____

Overnight Driver Rate $_____

c. Activity vehicles driven by District staff - buses driven by qualified district staff for student activities will be charged at the following **Mileage Rates:**

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

3. District Bus Driver Training Fee

Classroom	$_____
Behind the Wheel	$_____

4. Basis for Annual Escalation of Fees

For each year, subsequent to the initial year, of the service agreement period, Proposer is entitled to raise all scheduled fees. Annual increases, over the current rates, will be as follows:

Year 2 – Effective 7/1/2028 _____ %
Year 3 – Effective 7/1/2029 _____ %

- OR -

If by fixed annual formula or CPI indicator, calculated as follows:

5. Other Fees

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

6. Alternate Fuel Sources Conversion

Estimated Cost For Converting Fleet $_____
Estimated Fuel Differential Per Gallon $_____

Provide pricing details as it applies to fixed costs and rate-based costs.

C. TOTAL COST PROPOSAL

NAME of Proposer:

The Proposer shall provide its estimated annual cost to provide the services described in this RFP based upon the rates submitted in the Proposal Rate Schedule and the Proposer's proposed service model.

Annual Fixed Costs $_____

Estimated Annual Variable Costs $_____

Estimated Annual Cost Proposal $_____

Proposer shall provide a narrative describing the assumptions used to develop the Total Cost Proposal, including proposed fleet configuration, staffing assumptions, management structure, fuel assumptions, maintenance assumptions, and any other significant cost drivers.

The Total Cost Proposal is intended solely for comparison of proposals and shall not be construed as a guaranteed annual contract amount. Final compensation shall be established through negotiation and reflected in the final Agreement.

D. RESIDENT BIDDER

According to ORS 279A.120, Proposers must provide resident/non-resident bidder information. In order for the District to determine whether a Proposer is a resident/non-resident bidder, the following definitions apply: a resident bidder is one who has paid unemployment taxes or income taxes in Oregon during the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and states in the bid that the Proposer is a "resident" bidder pursuant to this definition. A "non-resident" bidder is one who is not a "resident" bidder pursuant to this definition.

The undersigned certifies by initialing the appropriate line below whether the bidder is a resident or non-resident.

_____ Bidder is a resident

_____ Bidder is a non-resident

Non-resident bidder is a resident of _____

_____

Signature of Representative Date

_____

Company Name Nearest Service Representative

_____

Company Address

_____

Phone Number Proposer's Employer ID No.

X. REQUIRED PROPOSAL SUPPLEMENTAL INFORMATION

In additional to the required submittal forms, Proposer must include discrete information to address each of the areas listed below which will provide a major basis for evaluation. Proposer is encouraged to include other information not listed that will assist in the understanding of its proposed services and which may distinguish them from its competitors.

A. COMPANY QUALIFICATIONS

1. How many years has the company been in business? Have there been any name changes or changes in ownership? If so, please describe fully the changes that have occurred in the last ten years.

2. List all public school transportation contracts currently held in Oregon, showing the name of the district served, number of routes and the number of students being transported for each contract.

3. Provide a list of all Yellow bus student transportation programs that you currently hold within the state of Oregon

4. Provide a list of district references for two or more yellow bus transportation contracts that started within the last two years, in the State of Oregon.

5. For each of the above districts closest in size to the Reedsport School District, provide the following (if applicable):

    a. Length of the current contract

    b. Number of regular and individualized routes and buses

    c. Number of on-site employees at the end of the 25/26 school year.

    d. Total number of employees who quit or were terminated during the 24/25 & 25/26 school year

    e. Driver profile by years of tenure on site and years of experience/service in driving school bus

    f. Length of tenure of the Location Manager and other staff:
    - at this location
    - with your company
    - in the student transportation industry

g. Provide number of accidents per year for the last five years. Include all accidents, including those that did not involve a second vehicle, and detail as follows:
   - Were any students or District staff on the bus at the time of the accident?
   - Was another vehicle involved? If so, who was at fault?
   - Were there any injuries?

6. For the operation closest in size to this District, provide the following (one copy to be submitted with proposal): (if applicable)

   a. Driver's manual
   b. Driver training plan
   c. Employee incentive plans
   d. Job description of the Manager
   e. Management manual

7. During the last five years have any contracts been terminated by school districts you serve during the life of the contract? If so, give complete details, including school district name.

8. During the last five years has your company lost a contract from a district that had previously been served by your company? If so, give complete details, including school district name.

9. Describe any present or prior litigation your company has or had with any customer.

B. FINANCIAL STABILITY

Provide the following financial information for the company's last completed fiscal year: The year ended, the Current Ratio, the Quick Ratio and the Debt-to-Equity Ratio.

Has the company or parent company filed Chapter 7 or 11 bankruptcies within the last 5 years? If yes, provide explanation and evidence of successful financial recovery since the bankruptcy.

C. SERVICE AND PERFORMANCE

1. Explain how you would determine at what point additional buses might be required to handle increased student enrollment/ridership or possible re-routing.

2. Explain how you would monitor adherence to route schedules? Give examples of tools or processes in place in a similar-sized district.

3. Give specific examples from the past of emergencies, such as school shut downs, emergency closures, school fires, etc., and how your company responded. Submit sample documents currently in use in a district served by your company for handling such emergencies.

4. Provide a roster of all proposed staff required to meet the needs as specified in this request for proposal. Include position titles, FTE for each position, and days worked for each position. If available, please provide resumes for proposed management staff.

5. It is in the District's interest that all employees have clear expectations as to the job they are performing (and to see that the job they are performing is in alignment with District service and quality expectations). Proposer must submit complete and detailed job descriptions for each position, performance standards and evaluation tool. Proposer must submit a full description of the training program provided for its drivers. Explain how new drivers are monitored and mentored.

6. Proposer shall provide maintenance personnel experienced and knowledgeable in the area of school bus maintenance. Maintenance personnel will be required to understand maintenance requirements and standards applicable to the Oregon Department of Education. Provide the qualification requirements for your maintenance staff.

7. Explain how your company will assure the District that substitute drivers will be available and prepared to perform reliably and safely.

8. Provide a plan for supporting our non-English speaking families.

9. Tell us about best practices used to communicate route information to schools and families. How do you handle route change requests?

D. QUALIFICATIONS OF MANAGEMENT

The District strongly believes that the individuals in management positions are critical to the provision of consistent and high-quality transportation services. We expect the Manager to be a visible and participating member of our community and to enhance the reputation of the District for sound management.

1. Describe your company's structure in terms of the decisions that are made at each level. What decisions can be made by your manager, and which areas require approval from the central office of your organization? What are the timelines involved?

2. Identify the person who will be the proposed manager and provide a resume.

3. In the event of an extended absence of your manager, what backup will be provided? If an individual, give his or her name and include a resume.

4. Give examples of the documents that are submitted to your company by your managers on a regular basis.

5. For key personnel providing support for the Manager, including those individuals in direct supervisory positions over the Manager, provide the following information:

   a. Name and proposed position the person may be selected to fill
   b. Tenure with your firm in years
   c. Experience in related positions within your firm or with other firms in years
   d. Current and two most recent previous positions, including the location/district of the position, the position's title, a description of responsibilities and authority, including the number of buses and/or drivers, and the dates between which the position was held.
   e. Where is the direct supervisor for the Manager based and how often will they visit our site?

6. Provide the names and qualifications of those persons within your company who would have immediate authority over the Manager and those persons who would play an advisory role to the Manager in the areas of a) operations, b) training and personnel, c) safety and d) maintenance.

E. QUALIFICATIONS OF DRIVERS

The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.

1. What programs do you use for enhancing employee morale and attitudes?

2. Outline the methods you use for recognizing employee service. Give specific examples.

3. Enclose a copy of the Proposer's drug policy, including procedures for mandatory testing, to be implemented in this District. Provide the name and address of the Proposer's Medical Review Officer (MRO).

All of Reedsport School District campuses are tobacco free (including e-cigarettes). Tell us how you maintain a positive image for your company and positive influence on our students by encouraging a tobacco free work place.

4. Within your organization, what percentage of your drivers has been with the company for five, ten, fifteen and twenty years?

5. Describe your process for the recruitment of drivers.

6. Define the methods you use to screen and select drivers from among the applicants. Include the criteria/standards you use, and the reasons that you might use to reject an applicant.

7. Describe your training program for driver applicants who have no experience driving school buses. Describe the program components and content of your training program and include an outline of the course of study.

8. Describe your in-service training and retraining program for drivers. Describe the program components and content of your training program and include an outline of the course of study. Define the amount of training provided to drivers in a twelve-month period.

9. Describe in detail your current driver motivation, evaluation (including evaluation tools) and discipline programs, including how you take into account safety, absences, tardiness, on-time route performance, tenure on the job, complaints, driving practices.

10. Describe how you monitor absence rates.

11. What are your policies for driver interaction with students? Parents? School staff?

12. Describe your experience and procedures for transporting students with disabilities.

13. Describe your experience and procedures for transporting students with chronic illnesses.

F. RESPONSIVENESS TO DISTRICT NEEDS

The company that provides transportation services will have adequate buses to guarantee service for all District student transportation needs.

1. How does your company monitor early and late arrivals at bus stops?

2. In the event that there is a temporary need for more than the number of buses specified in this solicitation, would you be able to respond? If so, where would the additional buses be obtained?

3. Provide information regarding strike provisions and past experience.

4. Consistency of drivers on home to school routes is important to the District. How do you handle trip assignments while minimizing impact on home to school routes?

G. SAFETY OF OPERATIONS

A critical aspect of any transportation program is the safety of students. The District expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicle, communication with the terminal, and high-quality maintenance of buses.

1. Provide information regarding your established, continuing safety program, describe the operation, contents, and requirements of the program.

2. Describe how your company meets Oregon's OSHA safety committee requirements including frequency, format and description of meetings.

3. Each Proposer shall demonstrate the effectiveness of its ongoing safety programs by submitting its workers' comp mod rate (if separate policies are in force, show the rate for the five comparable school districts listed).

4. Submit a narrative description of how your company has handled a recent specific bus accident in one of your current contracts.

5. Describe the preventive maintenance program for the vehicle fleets that your company manages. Include samples of records, checklists, and a description of how you ensure that each vehicle actually receives the required maintenance within the scheduled interval.

6. In addition to legally required bus checkout reports, submit any forms used to receive reports from drivers on the condition of their vehicle.

7. Describe your mechanic allotment schedule and the qualification and experience requirements that you have for mechanical personnel.

8. List other emergency instructions and how your company has handled these situations.

9. Describe your present procedures for inclement weather conditions.

10. Describe your experience and procedures for transporting students with disabilities.

11. Describe your training program for students.

12. How are bus routes and stops evaluated for safety? What are key risk factors that are considered?

13. Provide copies of training materials that are used for training drivers regarding students who require a wheelchair for mobility.

14. Provide copies of training materials that address child passenger safety restraints. What child passenger restraints do you most frequently use? Others that you occasionally use and why?

H. FLEET AND EQUIPMENT USED

1. Provide a detailed schedule of the proposed bus fleet configuration.

2. Describe the communication system to be used on buses and its expected coverage area.

3. Describe how Proposer will assure bus communications will not be limited by the geographic terrain of the District.

4. Describe the major equipment that will be on site for maintenance and repair of buses.

5. History of breakdowns: Proposer shall furnish a recap, for the previous twelve operating months, showing a history of equipment breakdowns or failures that occurred in at least one school district (if applicable) approximately the same size as Reedsport School District. Information should include the date breakdown occurred, part or equipment that failed, if breakdown resulted in late arrival to school or home and if so how late, and as a result of equipment breakdown or failure was a spare bus dispatched.

6. Describe your company's preventive maintenance program for your vehicles. Include a copy of your written maintenance program.

I. INSURANCE DATA

1. Provide copies without omission or gaps of actual insurance policies' cover pages "or similar document" covering Workers' Compensation, commercial general liability, automobile liability, umbrella excess liability, additional insured working, and hold harmless wording.

2. Provide the names and addresses of the insurance companies, insuring your operation for: Commercial General Liability and Property Damage, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation.

J. DRIVER PERSONNEL

Contractor shall document its Employee Compensation Package, provide details regarding all benefits paid to employees or on behalf of employees, e.g. (401 k) Retirement Plan, Health Insurance, Vacation, Sick Leave, Family Leave, etc. and describe its ability to retain qualified employees.

Reedsport School District
Student Enrollment Numbers by Grade Level
2026 / 2027

Grade Level		9/9/26	10/1/26	11/1/25	12/1/26	1/1/27	2/1/27	3/1/27	4/1/27	5/1/27	6/1/27	6/18/27
K		29	30									
1		49	49									
2		34	34									
3		40	41									
4		36	36									
5		39	38									
6		41	41									
Elementary Total		***268***	***269***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***
7		39	38									
8		48	48									
9		35	35									
10		36	36									
11		25	24									
12		48	47									
Jr./Sr. High Total		***231***	***228***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***
School Totals		***499***	***497***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***

REEDSPORT SCHOOL DISTRICT 105
www.reedsport.k12.or.us * 100 Ranch Rd., Reedsport, OR 97467 * 541-271-3656

Jon Zwemke, Superintendent
Kim Clardy, Board Chair
Cindy Phillips, Vice Chair
Brianna Ekelund, Board Member
Jennifer Tymchuk, Board Member
Chris Vaughn, Board Member

BOARD MEETING DRAFT MINUTES
Wednesday, September 9, 2026

Kimberly Clardy (Chair):	Present
Brianna Ekelund:	Present
Cindy Phillips (Vice Chair):	Present
Jennifer Tymchuk:	Present
Chris Vaughn:	Present

Present: 5.

District staff in attendance:
Jon Zwemke, Superintendent
Tosh Tipton, Technology Director
Sharmen Tipton, Executive Assistant / Board Secretary

I. CALL WORK SESSION TO ORDER
@ 5:02 PM
I.A. Board Governance Essentials — Vince Adams, Board Development Specialist, Oregon School Board Association (OSBA)
I.A.1. Superintendent Evaluation Services Proposal

- Vince Adams, OSBA Board Development Specialist, reviewed two separate service options: a Stakeholder Climate and Experience Study focused broadly on district climate and a Targeted Feedback Survey designed to provide stakeholder feedback for the Superintendent evaluation.
- Adams explained that the Targeted Feedback Survey is aligned with the COSA/OSBA superintendent performance standards and gathers anonymous feedback from individuals who work closely with the Superintendent.
- The Board discussed survey participants, confidentiality, methods for gathering feedback, timelines, and the distinction between district climate data and Superintendent evaluation data.
- Adams advised that the Board should establish the evaluation standards and process before beginning the 2026-27 Superintendent evaluation cycle.

I.A.2. Board Work Session with Vince Adams, OSBA

Board Governance Training Series

Saturday, September 26, 2026, from 9:00 AM - 12:00 PM

- The Board discussed the upcoming OSBA governance training, intended to support a common understanding of the Board's governance role and provide training for new Board members.
- The Board agreed to proceed with the September 26, 2026, 9:00 AM-12:00 PM governance work session, subject to Board member availability.

I.B. Agenda Review

- The Board reviewed the regular meeting agenda and submitted questions.
- The Superintendent informed the Board that staff and students would no longer be required to attend Board meetings for awards presentations and monthly reports. Requested reports will be provided through the Superintendent, with staff attending when necessary for a specific presentation.
- The Superintendent explained that the change was based on concerns regarding adherence to established Board meeting procedures and personnel matters being discussed in the presence of staff and students.
- Board members requested additional information regarding the policy basis for the change.

II. ADJOURN WORK SESSION

@ 5:31 PM

III. CALL REGULAR SESSION TO ORDER

@ 5:32 PM

IV. PLEDGE OF ALLEGIANCE

V. ESTABLISH A QUORUM

VI. CHANGES TO THE AGENDA

- The Superintendent noted that the revised agenda corrected the titles of the survey proposals; the substance of the agenda items remained unchanged.

VII. REPORTS

VII.A. Champions After School Program - Presentation by Debbie Herzog, Regional Leader

- Debbie Herzog, Champions Regional Leader, presented an overview of the proposed Champions before/after-school childcare program, including programming, staffing, licensing, curriculum, enrollment requirements, and family costs.
- The proposed program would operate using district facilities, with Champions responsible for program staffing, enrollment, licensing requirements, and program materials.

- An initial family-interest survey showed potential interest; additional family outreach would be needed based on the proposed tuition rates before determining program viability.
- The Board discussed facility use, security/custodial considerations, scheduling, minimum enrollment requirements, and potential impacts on district operations.
- The Board requested follow-up regarding insurance requirements/impacts associated with the Champions program and the effect of enrollment falling below minimum participation levels.

VII.B. Superintendent Report

VII.B.1. Financial Report

- The Superintendent reviewed the July 2026 financial reports and provided Business Office responses to questions submitted by Board members.
- The General Fund reported $991,425 in year-to-date revenue and $404,231 in expenditures through July 31, 2026, with a projected year-end fund balance of $852,693, or approximately 8% of forecast revenue.
- The Superintendent clarified that the $351,000 budgeted transfer from the General Fund supports capital projects, technology, curriculum, food service, and the District scholarship fund.
- Additional Board questions were addressed regarding newspaper-of-record expenses, employee retirement contributions, Heavy Equipment Rental Tax (HERT) revenue, and the cost and funding source of the District's strategic planning work.

VII.B.2. Oregon Department of Education (ODE) Grant #38434 Amendment No. 1 – High School Success (HSS), 2025-2027, adding $208,115.01 in Year 2 funding for a total grant award of $403,696.77.

- The Superintendent reviewed the High School Success grant amendment, adding $208,115.01 in Year 2 funding for a total grant award of $403,696.77. The grant primarily supports ongoing district staffing/program expenditures and required Board acceptance.

VII.B.3. ODE Grant #39288 Amendment No. 1 – Student Success Act (SSA) Student Investment Account (SIA), 2025-2027, increasing the 2026-27 allocation by $5,957.43 to $709,594.28

- The Superintendent reviewed the Student Investment Account grant amendment, increasing the 2026-27 allocation by $5,957.43 to $709,594.28. The grant primarily supports ongoing district staffing/program expenditures and required Board acceptance.

VII.B.4. Strategic Plan

VII.B.4.a. Stakeholder Climate and Experience Study (Option)

- The Superintendent reviewed the Strategic Plan goals and measures related to stakeholder feedback and climate/culture data and explained that the District will need methods for gathering this information as part of Strategic Plan implementation and monitoring.
- The Board reviewed OSBA's proposed Stakeholder Climate and Experience Study and discussed available components, stakeholder groups, confidentiality, methods for gathering feedback, costs, and timelines. The study is separate from the Superintendent evaluation and is intended to support district-wide strategic improvement.
- The Board directed the Superintendent to further explore three components: the Staff Climate Survey, Current Parent and Guardian Household Survey, and Former and Transfer-Family Study. The Superintendent will obtain more specific cost estimates and timelines from OSBA and bring the information back to the Board in October.

VII.B.5. Superintendent Evaluation Services Proposal (Option)

- The Board reviewed OSBA's Superintendent Evaluation Services Proposal and discussed the optional Targeted Feedback Survey (TFS) as a potential source of stakeholder feedback regarding Superintendent performance.
- The Board discussed the existing COSA/OSBA evaluation process, performance standards, stakeholder feedback, and the timeline for completing the Superintendent evaluation. The TFS is not a stand-alone service and, if selected, requires related OSBA evaluation services.
- Due to the compressed timeline for the current evaluation cycle, the Board agreed to continue with the established Superintendent evaluation process and not add the Targeted Feedback Survey at this time.

VIII. COMMUNITY COMMENTS

Community Comments Instructions: Comments during the meeting must address agenda items only. For non-agenda topics, please submit written or emailed comments for the Board to review. These topics may be considered for a future agenda.

To speak at the meeting:

1. **Sign in** at the table and indicate the agenda item you wish to address
2. **Read, Complete and SIGN a Community Comment form** (available at check in table)
3. **Limit** your remarks to 3 minutes

- **Comments Regarding Staff Members:** Public comment may include objective criticism of district programs or operations; however, the Board will not hear comments about individual staff members; *whether identified by name, position, role or description*. The Board Chair will direct speakers to **District Policy KL-AR (Public Complaint Procedure)** for any personnel-related concerns.

- If you cannot attend in person, written or emailed comments will be accepted until **3:00 PM** on the day of the meeting. Comments received after that time will be held for the next meeting.

Submit written comments to: Reedsport School District, 100 Ranch Rd, Reedsport OR 97467
Submit emailed comments to: stipton@reedsport.k12.or.us

- Jim Bunch provided community comment regarding future agenda organization, the proposed Champions program, and consideration of District costs associated with Board decisions.
- The Board requested administrative follow-up regarding Champions insurance requirements/impacts and minimum enrollment provisions.

IX. CONSENT AGENDA

Routine actions that typically require no discussion, such as the approval of previous meeting minutes and the acceptance of donations, are frequently addressed collectively in a single vote by the Board.

I move to approve the Consent Agenda A-E as presented. This motion, made by Jennifer Tymchuk and seconded by Brianna Ekelund, Carried.
Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea
Yea: 5, Nay: 0

- The Board recognized with appreciation the $2,000 donation from Chris and Renee Vaughn in memory of their daughter, Emily Vaughn, designated to support Board training and professional development.
- The Board recognized with appreciation the $400 donation from Pat and Korrie Turner to provide shoes for Reedsport School District students.

IX.A. Approve Board Minutes from August 12, 2026.
IX.B. Accept Certified/Licensed Separation
IX.B.1. Eric Hamner - Teacher - Elementary
IX.C. Accept ODE Grant #38434 A1 HSS, 2025-2027, as awarded.
IX.D. Accept ODE Grant #39288 A1 SSA SIA, 2025-2027, as awarded.
IX.E. Accept Donations
IX.E.1. Accept with sincere appreciation a generous $2,000 donation from Chris and Renee Vaughn, given in loving memory of their daughter, Emily Vaughn. The District will designate the donation to support Board training and professional development.
IX.E.2. Accept with appreciation a generous $400 donation from Pat and Korrie Turner to provide shoes for Reedsport School District students.
X. ACTION

X.A. DJC Policy and AR Update

- The Board conducted a second reading of the proposed DJC policy update, which would consolidate existing bidding, procurement, and personal services contract provisions into a new DJC - Bidding Requirements policy.
- The Board discussed competitive bidding and procurement requirements, the Board's role as the Local Contract Review Board, contract renewal/renegotiation, procurement exemptions, and the relationship between the proposed DJC and existing Policy DJ - District Purchasing. The Superintendent clarified that Policy DJ's existing $75,000 limit on Superintendent contracting authority would remain in effect and is not being amended by the proposed DJC update.
- Board members requested additional clarification regarding how the proposed policy would apply to existing contracts, contract renewals/renegotiations, and procurement requirements. The Superintendent indicated that additional specialized/legal guidance was needed to fully answer the questions.
- No action was taken on Items X.A.1-4. The Board requested a third reading in October, including review of Policy DJ and additional information from legal counsel regarding the outstanding procurement and contracting questions.

X.A.1. DJC - Bidding Requirements - DELETE

X.A.2. DJC-AR - Special Procurements and Exemptions from Competitive Bidding - DELETE (No AR Required for DJC).

X.A.3. DJCA - Personal Services Contracts - DELETE (Replace with New DJC).

X.A.4. DJC - Bidding Requirements — NEW — Replacing DJC and DJCA

X.B. GBN/JBA and JBA/GBN Policy Update

I move to approve GBN/JBA and JBA/GBN policy as presented in Action item B.1-2. This motion, made by Brianna Ekelund and seconded by Jennifer Tymchuk, Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

- The Board conducted a second reading of the proposed updates to GBN/JBA - Sexual Harassment and JBA/GBN - Sexual Harassment.
- The Board discussed whether the policy's examples of sexual harassment adequately encompass AI-generated or computer-generated images and video. The Superintendent explained that the policy uses inclusive, nonexclusive language ("including but not limited to") and that sexual harassment is addressed regardless of the means used to create or distribute the material.
- The Board approved GBN/JBA and JBA/GBN with the Superintendent's recommended changes. The vote was unanimous.

X.B.1. GBN/JBA - Sexual Harassment - REQUIRED (Mirror Policy with JBA/GBN)

X.B.2. JBA/GBN - Sexual Harassment - REQUIRED (Mirror Policy with GBN/JBA)

X.C. GCDA/GDDA Policy and AR Update

I move to approve Action item C.1-3 for policy GCDA/GDDA as presented. This motion, made by Jennifer Tymchuk and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

- The Board conducted a second reading of the proposed updates to GCDA/GDDA - Criminal Records Checks/Fingerprinting and the related administrative regulation.
- The Board discussed background-check requirements for employees, contractors, and volunteers, including circumstances in which employment or volunteer service may begin while a background check is pending. The Superintendent explained the District's practice of considering the nature of the position, level of supervision, and student safety when applying these provisions.
- The Board also discussed the distinction between volunteers or other individuals participating in school-day activities and members of the public attending larger optional events such as athletic events or graduation.
- Following discussion, Board members indicated their questions had been sufficiently addressed and approved the GCDA/GDDA policy updates as presented.

X.C.1. GCDA/GDDA - Criminal Records Checks and Fingerprinting - DELETE

X.C.2. GCDA/GDDA-AR - Criminal Records Checks and Fingerprinting - DELETE (No new AR required for GCDA/GDDA)

X.C.3. GCDA/GDDA - Criminal Records Checks and Fingerprinting - NEW

X.D. KNA Policy Update

I move to approve Policy KNA as presented in Action item D.1. This motion, made by Brianna Ekelund and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

- The Board conducted a second reading of KNA - Immigration Enforcement on District Property, incorporating the revisions requested during the August meeting.
- The Board adopted Policy KNA with the Superintendent's recommended revisions.

X.D.1. KNA - Immigration Enforcement on District Property - NEW (Policy adoption deadline 09/30/26)

XI. DISCUSSION

XI.A. OSBA Regional Legislative Roadshow

- The Superintendent reviewed the upcoming OSBA Regional Legislative Roadshow at South Coast ESD, including transportation and attendance plans. Board members were asked to confirm attendance with the District Office.

XI.A.1. Tuesday, September 22, 2026

South Coast Education Service District Offices

XI.A.1.a. 4:30 PM - Board Carpool - meet @ DO parking lot

5:30 PM - School Board Training: Public Meeting Law

6:30 PM - Dinner

7:00 PM - Legislative Roadshow

XI.B. Oregon School Board Association (OSBA) Annual School Board Convention

- The Board discussed attendance and registration for the OSBA Annual School Board Convention in Portland. The District Office will complete registration and lodging arrangements for Board members planning to attend when registration opens.

XI.B.1. Thursday, November 12 through Saturday, November 14, 2026

Portland Marriott Downtown Waterfront

Registration: September 15, 2026

XII. COMMUNITY COMMENTS

Reference Community Comments guidelines previously stated on the agenda.

- The Board was advised that RFPs for transportation, seismic retrofit, RCCS security gates, and RCCS shop roof are anticipated for the October meeting. Board members requested that RFP materials be provided electronically as soon as they are available to allow adequate review time.
- No additional community comments were received virtually.

XIII. BOARD MEMBER COMMENTS

- The Board asked about the first week of school and received an enrollment update. Current enrollment was reported at 499 students, compared with the 510 student budget assumption. The Superintendent reported that the Business Office was reviewing whether to adjust the enrollment projection to 500 students.

XIV. FUTURE AGENDAS

XIV.A. Friday, September 11, 2026 - Friday School

XIV.B. Sunday, September 13, 2026 @ 1:00 PM - Annual Reedsport Education Enrichment Foundation (REEF) Benefit Golf Classic

XIV.C. Tuesday, September 22, 2026, from 5:30 PM - 8:00 PM - Regional Legislative Roadshow at South Coast ESD, Coos Bay *(Carpool will meet @ 4:30 PM in the DO parking lot)*

XIV.D. Saturday, September 26, 2026, from 9:00 AM - 12:00 PM - OSBA Governance Work Session in the Boardroom at the District Office. *(Work Sessions are open to the public to observe in-person or virtually)*

XIV.E. Wednesday, October 14, 2026 – 5:00 PM Work Session / 5:30 PM Regular Board Meeting

XIV.F. Wednesday, November 11, 2026 - NO SCHOOL - Veterans Day

XIV.F.1. Due to holiday conflict, the November Board Meeting will be moved to the third Wednesday, November 18, 2026 @ 5:30 PM.

XIV.G. Thursday, November 12 through Saturday, November 14, 2026 - OSBA Annual School Board Convention in Portland

XIV.H. Wednesday, **November 18, 2026** – 5:00 PM Work Session / 5:30 PM Regular Board Meeting *(This meeting will take place on the **third Wednesday** due to schedule conflict)*

XV. ADJOURN REGULAR SESSION

@ 7:40 PM

Next School Board Meeting: Wednesday, October 14, 2026 @ 5:30 PM

REEDSPORT SCHOOL DISTRICT 105
100 Ranch Rd. * Reedsport, OR 97467 * 541-271-3656 * www.reedsport.k12.or.us
Elementary School * 2605 Longwood Dr. * Reedsport, OR 97467 * 541-271-3616
Jr./Sr. High School * 2260 Longwood Dr. * Reedsport, OR 97467 * 541-271-2141

RECEIPT FOR DONATION

Name of Donor: DUANE C. LEAFDAHL

Address: 1990 GREENWOOD

Phone: 541-527-6783 Email: _____

Description of donation: _____

Value of Donation: $ 1,000.00

Purpose for donation, including any conditions or limitations on the utilization of the donation:

CLAY TARGET TEAM

Signature of Donor: Duane C. Leafdahl Date: 8/31/26

Item added to Fixed Asset Inventory (Only items valued at $5,000 or more): ☐ Yes ☒ No

Donation will be reported to the Board during the Regular Board Meeting held: 10/14/26

Athletic Director: K Doll Date: 9-11-26

Building Principal: Date: 9-11-26

Superintendent: Date: 9/14/26

The Reedsport School District (taxpayer I.D. number 93-0565903) is a Political Subdivision of the State of Oregon as defined in Section 4221(a) of the Internal Revenue Code, and as such is a qualified tax-exempt organization. Donations to Reedsport School District are tax-deductible for Federal and State income tax purposes within the limits specified in the Internal Revenue Code and State law.

Date sent to District Office: 9/14/26

Revised 05/12/2025

REEDSPORT SCHOOL DISTRICT 105
100 Ranch Rd. * Reedsport, OR 97467 * 541-271-3656 * www.reedsport.k12.or.us
Elementary School * 2605 Longwood Dr. * Reedsport, OR 97467 * 541-271-3616
Jr./Sr. High School * 2260 Longwood Dr. * Reedsport, OR 97467 * 541-271-2141

RECEIPT FOR DONATION

Name of Donor: Russ Volke

Address: _____

Phone: 541-999-7301 Email: drvolke@gmail.com

Description of donation: 1200 + Golf Balls and 220 Auction Balls in wooden box

Value of Donation: $300.00

Purpose for donation, including any conditions or limitations on the utilization of the donation:

Golf team

Signature of Donor: _____ Date: 09/22/2026

Item added to Fixed Asset Inventory (Only items valued at $5,000 or more): ☐ Yes ☒ No

Donation will be reported to the Board during the Regular Board Meeting held: 10/14/26

Athletic Director: Jerry Uhling Date: 09/22/2026

Building Principal: Jerry Uhling Date: 09/22/2026

Superintendent: _____ Date: 9/22/26

The Reedsport School District (taxpayer I.D. number 93-0565903) is a Political Subdivision of the State of Oregon as defined in Section 4221(a) of the Internal Revenue Code, and as such is a qualified tax-exempt organization. Donations to Reedsport School District are tax-deductible for Federal and State income tax purposes within the limits specified in the Internal Revenue Code and State law.

Date sent to District Office: 09/22/26

Revised 05/12/2025

REEDSPORT SCHOOL DISTRICT 105
100 Ranch Rd. * Reedsport, OR 97467 * 541-271-3656 * www.reedsport.k12.or.us
Elementary School * 2605 Longwood Dr. * Reedsport, OR 97467 * 541-271-3616
Jr./Sr. High School * 2260 Longwood Dr. * Reedsport, OR 97467 * 541-271-2141

RECEIPT FOR DONATION

Name of Donor: Washington Family Trust

Address: 252 Schofield Dr. Reedsport, OR 97467

Phone: 541-662-0467 Email: ss2fish@ictmail.com

Description of donation: 2 Metal Lath - Logan

Value of Donation: $800.00

Purpose for donation, including any conditions or limitations on the utilization of the donation:

Schol need a lath for class-Shop
condition was used, I purchase the lath when
it was still being use in a Fab. Shop

Signature of Donor: Stan Washington Date: 9-25-2026

Item added to Fixed Asset Inventory (Only items valued at $5,000 or more): ☐ Yes ☐ No

Donation will be reported to the Board during the Regular Board Meeting held: 10/14/26

Athletic Director: _____ Date: _____

Building Principal: _____ Date: 9-29-26

Superintendent: _____ Date: 09/30/26

The Reedsport School District (taxpayer I.D. number 93-0565903) is a Political Subdivision of the State of Oregon as defined in Section 4221(a) of the Internal Revenue Code, and as such is a qualified tax-exempt organization. Donations to Reedsport School District are tax-deductible for Federal and State income tax purposes within the limits specified in the Internal Revenue Code and State law.

Date sent to District Office: 09/29/26

Revised 05/12/2025

OCTOBER 2026 - Policy Update List

Policy Code	AR's	Policy Name	Requirements	Notes	Meeting Date	Date Approved
DJC		Bidding Requirements	Delete		October	
DJC		Bidding Requirements	Highly Recommended	NEW	October	
DJC	AR	Exemptions from Competitive Bidding and Special Procurements	Delete		October	
DJCA		Personal Service Contracts	Delete		October	
EBBB		Injury or Illness Reports	Required		October	
GBNAA/JHFF		Suspected Sexual Conduct with Students and Reporting Requirements *	Required	Mirror Policy	October	
JHFF/GBNAA		Suspected Sexual Conduct with Students and Reporting Requirements *	Required	Mirror Policy	October	
GCBDA/GDBDA		Family and Medical Leave * (Version 1)	Highly Recommended		October	
GCBDC/GDBDC		Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave) *	Highly Recommended		October	
GCBDD/GDBDD		Sick Time *	Highly Recommended		October	
GCBDF/GDBDF		Paid Family and Medical Leave Insurance * (Version 1)	Highly Recommended		October	
JECA		Admission of Resident Students**	Highly Recommended		October	
JHCD/JHCDA		Medications**/*	Delete		October	
JHCD		Medications**/*	Required	NEW	October	
JHCD/JHCDA-AR	AR	Medications**/*	Delete		October	
JHCD	AR	Medications**/* (AR - Requires Board Approval)	Required	NEW	October	

DJC – Bidding Requirements / DJCA – Personal Services Contracts
October 2026 Policy Update Summary
OSBA designation:
DJC – Highly Recommended, New
DJCA – Delete
OSBA's April 2024 Policy Update directs districts to delete the former versions of DJC and DJCA and replace them with a newly reorganized DJC. summary

Why OSBA Updated These Policies
Oregon's public contracting requirements and procurement thresholds have changed over time. OSBA reorganized its model policies so the primary procurement requirements are contained in one updated **DJC – Bidding Requirements** rather than being divided among an older DJC, a separate personal-services policy (DJCA), and a lengthy administrative regulation.

This is primarily an **OSBA restructuring and legal-update project**, not a request to expand the superintendent's authority.

What Changes for Reedsport?
1. DJC becomes the district's primary public contracting policy.
The new DJC explains the major procurement methods directly in Board policy, including:

- Small procurements;
- Intermediate procurements;
- Regular competitive bids/proposals;
- Emergency procurements;
- Sole-source procurements;
- Special procurements;
- Personal services contracts; and
- Public improvement contracts.

For goods and services, the OSBA model reflects the state procurement structure of up to **$25,000 for small procurements**, more than $25,000 through **$250,000 for intermediate procurements**, and formal competitive bidding/proposals above $250,000.

2. DJCA – Personal Services Contracts is deleted because the subject is now included in DJC.
OSBA specifically states that it moved the personal-services-contract language into DJC. DJCA The new DJC retains requirements that personal services be based on qualifications and competence, encourage competition, discourage favoritism, and obtain services at a fair and reasonable price.

3. The 24-page DJC-AR is retired because the new structure puts the governing procurement requirements in DJC and relies on Oregon's public contracting laws and rules for the detailed procedures.
The current 24-page RSD AR contains detailed procedures and examples for specialized procurements such as sole-source purchases, advertising, equipment repair, copyrighted materials and product prequalification.

The new DJC does **not reproduce all 24 pages word-for-word**. Instead, it incorporates the principal rules the district needs at the Board-policy level. For example, it expressly addresses sole-source and

special procurements, requires written findings where applicable, prohibits artificially dividing purchases to avoid procurement requirements, and establishes the applicable procurement methods and thresholds.

The detailed legal requirements continue to come from Oregon's public contracting statutes and the procurement rules applicable to the district. OSBA's model recognizes the Board as the district's **Local Contract Review Board (LCRB)** and is built around Oregon's public contracting framework.

What Does Not Change?
The superintendent's Reedsport contracting authority does not increase to the state procurement thresholds.
The dollar amounts in DJC determine **how a procurement must be conducted** under Oregon public contracting law. They do not independently determine how much contracting authority the Reedsport Board delegates to its superintendent.

RSD Policy DJ remains controlling for local approval authority. It limits the superintendent's delegated contracting authority to **$75,000**. Contracts exceeding that local authority continue to require Board approval.

In simple terms:
DJC answers: "What procurement process must the district use?"
DJ answers: "Who has authority in Reedsport to approve the contract?"
A $100,000 purchase may fall within the state's *intermediate procurement* process, for example, but that does **not** mean the superintendent can independently approve a $100,000 contract if RSD Policy DJ limits delegated authority to $75,000.

Legal Basis
The updated policy is based primarily on Oregon's **Public Contracting Code**:
ORS Chapters 279A, 279B and 279C, including:

- **ORS 279A.065** – public contracting rules and Local Contract Review Board authority;
- **ORS 279B.065** – small procurements;
- **ORS 279B.070** – intermediate procurements;
- **ORS 279B.075** – sole-source procurements;
- **ORS 279B.080** – emergency procurements;
- **ORS 279B.085** – special procurements; and
- **ORS 279B.030** – cost analysis for certain services.

The policy also relies on the **Oregon Attorney General's Model Public Contracting Rules, OAR Chapter 137, Divisions 045–049**, and applicable public-improvement requirements under ORS Chapter 279C.

What Is the Board Being Asked to Do?
Delete/replace and update the district's procurement policy structure to align with OSBA's April 2024 model and current Oregon public contracting requirements.

The Board remains Reedsport's **Local Contract Review Board**, and **Policy DJ's $75,000 limit on superintendent contracting authority remains unchanged.**

Old Policy
Delete

Reedsport School District

Code: DJC
Adopted: 6/15/05
Revised/Readopted: 2/08/23
Orig. Code: DJC

Bidding Requirements

The Board declares its intention to purchase competitively without prejudice and to seek maximum educational value for every dollar expended. All public contracts for goods or services shall be based upon applicable competitive procurement provisions of Oregon Revised Statutes and adopted public contracting rules except:

1. Contracts between contracting agencies or between contracting agencies and the federal government;
2. Insurance and services contracts as provided for under state law;
3. Contracts for the procurement or distribution of textbooks;
4. Energy savings performance contracts[1];
5. Contracts made with qualified nonprofit agencies providing employment opportunities for disabled individuals;
6. Public improvement contracts exempted by the Local Contract Review Board (LCRB) upon findings that the award would not encourage favoritism or substantially diminish competition and would result in substantial cost savings and other substantial benefits to the district;
7. Special procurements exempted by the LCRB upon findings that the award would not encourage favoritism or substantially diminish competition and would result in substantial cost savings to the district;
8. Emergency contracts;
9. Any other public contract specifically exempted from the code by another provision or law.

The Board will serve as the LCRB for the district. All district purchasing shall be conducted in accordance with the Board's adopted rules.

The Board acting as its own LCRB adopts the *Oregon Attorney General's Model Public Contract Rules* Oregon Administrative Rule (OAR) Chapter 137, Divisions 046 through 049.These rules govern purchasing procedures, and other matters subject to public contracting provisions of law.

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

[1] Attorney General rules may still apply.

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

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

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

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

Opportunity will be provided to all responsible suppliers to do business with the district. The superintendent/deputy clerk will develop and maintain lists of potential vendors for various types of materials, equipment and supplies. Such lists may be used to develop a mailing list for distribution of specifications and solicitations for bids or proposals. Any supplier may be included in the list upon request.

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

Records of bids, proposals and specifications will be kept in the district administration office and will conform with Oregon Revised Statutes and applicable records retention provisions of the *Oregon Attorney General's Model Public Contract Rules*.

END OF POLICY

Legal Reference(s):

ORS Chapters 279, 279A, 279B and 279C

OAR Chapter 125, Divisions 246-249

OR. DEP'T OF JUSTICE, OR. ATT'Y GENERAL'S MODEL PUBLIC CONTRACT RULES MANUAL.

Cross Reference(s):

DJ - District Purchasing
DJCA - Personal Services Contracts
DJG - Vendor Relations

OSBA Model Sample Policy

Code: DJC
Adopted:

DELETE

Bidding Requirements
(Version 1)

(Delete this version and adopt proposed version.)

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

The Board, acting as its own LCRB, adopts{[1]} [the *Oregon Attorney General's Model Public Contract Rules*, Oregon Administrative Rule (OAR) Chapter 137, Divisions 046 through 049] [its own rules of procedure that will govern district purchasing. Consequently, the model rules adopted by the Attorney General shall not apply to the district. The district's rules may include portions of the *Oregon Attorney General's Model Public Contract Rules* OAR Chapter 137, Divisions 046 through 049] in effect at the time this policy is adopted.{[2]}

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

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

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

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

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

[2] {If the Board does not establish its own rules of procedure as permitted under ORS 279A.065(5), the district is subject to the model rules adopted by the Attorney General, including all modifications to the model rules that the Attorney General may adopt.}

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

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

END OF POLICY

Legal Reference(s):

ORS Chapters 279, 279A, 279B and 279C

OAR Chapter 125, Divisions 246-249

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

DELETE

Old AR
Delete

Reedsport School District

Code: DJC-AR
Revised/Reviewed: 2/08/23

Special Procurements and Exemptions from Competitive Bidding

SPECIAL PROCUREMENTS

The district shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB), that describes the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement and circumstances that justify the use of a special procurement under the standards as follows: the special procurement is unlikely to encourage favoritism in the awarding of a public contract or to substantially diminish competition for public contracts and, (A) is reasonably expected to result in substantial cost savings to the district or to the public, or (B) otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district. When the LCRB approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

1. Brand Names or Products, "Or Equal," Single Seller and Sole Source

    a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
    b. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
    c. The district may specify a particular brand name or equal specification when the use of a brand name or equal specification is advantageous to the district, because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the district.

        (1) The district is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final;
        (2) The district is not prohibited from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the district;
        (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

(a) The use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
(b) Specification of the brand name, mark or product would result in cost savings to the district; or
(c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
(d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.

d. The district may award a contract for goods or services without competition when the LCRB determines in writing that the goods or services, or the class of goods or services, are available from only one source. The determination of the source must be based upon written findings that shall include:

(1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
(2) Description of the product or service to be purchased; and
(3) The reasons the district is seeking this procurement method, which shall include any of the following:

(a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or
(b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source; or
(c) That the goods or services are for use in a pilot or an experimental project; or
(d) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.

e. The district may specify a product or service available from only one manufacturer but available through multiple sellers after complying with subsection c. above documenting the procurement file with the following information:

(1) If the total purchase is over $10,000 but does not exceed $150,000, and a comparable product or service is not available under an existing Mandatory Use Contract, the district must obtain informal competitive quotes, bids or proposals and document this process in the procurement file;
(2) If the purchase does not exceed $150,000, and the supplies or services are not available under an existing price agreement for information technology with competing products or Mandatory Use Contract, the district must first request and obtain prior written authorization from the LCRB to proceed with the acquisition.

f. If the district intends to make several purchases of brand name-specific supplies and services from a particular manufacturer or seller for a period not to exceed five years, the district must so state this in the procurement file and in the solicitation document, if any, or a public notice of a solicitation. If the total purchase amount is estimated to exceed $150,000, this shall be stated in the advertisement for bids or proposals.

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

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

a. It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings to the district which could not be realized under ORS 279B.055, 279B.060, 279B.065 or 279B.070 as required by ORS 279B.085(4).
b. Public notice of the approval must be given in the same manner as provided in ORS 279B.055(4).
c. This rule requires the districts to make a good faith effort to determine that no other sources are available for the specified products.
d. The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis.
e. The awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.
f. When the local review board approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for procurement.

2. Advertising Contracts, Purchase of

a. The district may purchase advertising in any media, regardless of a dollar amount, without competitive bidding.
b. The Board acting as the LCRB of the district must use competitive methods whenever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.
c. If the anticipated purchase exceeds $10,000 and a competitive method is used, the district must post notice on the OregonBuys.gov.

Findings of Fact

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

a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;
b. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
c. Cost savings are difficult to quantify where the sources are unique and not interchangeable;
d. Advertisements may be placed to satisfy legal notice or Board policy requirements;
e. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;

f. The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities;

g. It is unknown whether contracts for advertisements placed with radio, television or other broadcast media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.

Conclusion of Compliance with Law

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

3. Advertising Contracts, Sale of

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

Findings of Fact

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. The circulation of the newspaper and yearbook is limited to the students, teachers, parents and interested members of the community associated with the activities of that particular school. Due to the limited circulation and audience, the businesses that participate by purchasing advertising do so partly in the spirit of good will. Any business is welcome to place an advertisement in the school newspaper or yearbook; all it needs to do is to contact any district school department which publishes one. The district itself would not achieve any increased revenue to the General Fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

Conclusion of Compliance with Law

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

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

4. Equipment Repair and Overhaul

a. The district may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:

(1) Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
(2) Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and
(3) The purchase is made within the limits and pursuant to the methods in subsection b. of this rule.

b. The following limitations apply to this rule:

(1) If the contract is less than or equal to $150,000, the school or department shall submit in writing to the superintendent or designee the reasons why competitive bids or quotes are deemed to be impractical. The superintendent or designee will accordingly document in its procurement file and may enter directly into the contract;
(2) If the school or department official thinks the contract may exceed $150,000, they shall submit in writing to the superintendent or designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by a special procurement. The superintendent or designee may prepare a specific request for the anticipated contract to be obtained through special procurement procedures to submit to the LCRB for approval.

Findings of Fact

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

Conclusion of Compliance with Law

It is unlikely that this special procurement procedure will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts because the dollar limits incorporated into this special procurement when the anticipated costs exceed $150,000, insure the district will seek formal competitive bids and proposals. If the formal process is not practical, the

district will obtain a specific exemption from the LCRB to proceed with the purchase of the needed repair or overhaul.

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

5. Copyrighted Materials

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

Findings of Fact

a. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.
b. Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or their licensee. Textbooks/Instructional materials are examples of copyrighted materials that the district purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.

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

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

Conclusion of Compliance with Law

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

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

6. Product Prequalification

a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:

(1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and

(2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.

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

Findings of Fact

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

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

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

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

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

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

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

Conclusion of Compliance with Law

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

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

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

a. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of

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

supply, reducing inventory, combining district requirements for volume discounts, standardization among school and departments and reducing lead time for ordering.

b. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.

c. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.

d. School and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent or designee.

e. Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contracts entered into by another Oregon public agency when:

(1) The original contract met the requirements of public contracting code; and
(2) The original contract allows other public agency usage of the contract; and
(3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.

f. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.

Findings of Fact

a. This rule permits the district to enter into a requirements contract, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.

b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.

c. The district establishes a requirements contract as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.

d. The district limits the term of a requirements contract, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.

e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

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

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

8. Used Personal Property or Equipment, Purchase[2]

   a. Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of district purchase. Used personal property or equipment generally does not include property or equipment if the district was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.
   b. For purchases of used personal property or equipment costing less than or equal to $150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.
   c. For purchases of used personal property or equipment totaling $150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

Findings of Fact

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

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[2] When contracting with another governmental entity, a district has a statutory exception under ORS 279A.025. The district may purchase state/federal surplus property through the Department of Administrative Services, State Services Division for Surplus Property. For more information on this program, contact DAS at 503-378-4714.

Conclusion of Compliance with Law

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

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

9. Information Technology Contracts

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

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

Findings of Fact

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

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of district contracts or substantially diminish competition for district contracts. The purchase of information technology hardware and software will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over $150,000, the district will advertise its need.

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

10. Telecommunications Systems - Hardware and Software Contracts

a. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:

(1) If the contract amount does not exceed $150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.

(2) If the contract amount exceeds $150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the *Attorney General's Model Public Contract Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award.

b. The telecommunications solicitation authorized in subsection 10.a.(1) of these rules shall:

(1) State the contractual requirements in the solicitation document;

(2) State the evaluation criteria to be applied in awarding the contract and the role of any evaluation committee. Criteria that would be used to identify the proposal that best meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, vendor viability and financial stability, operating efficiency and expansion potential;

(3) State the provisions made for bidders or proposers to comment on any specifications which they feel limit competition.

Findings of Fact

a. Rapid changes in technology make it necessary for the district to be able to purchase needed telecommunications hardware and software quickly.

b. Since deregulation, there is generally adequate competition among vendors of telecommunication hardware and software to allow the district to make competitive purchases.

c. Pricing for telecommunications hardware and software also changes frequently. It is important for the district to take advantage of price competition in the marketplace.

d. The district will follow procedures governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases over $10,000 but less than or equal to $150,000.
e. If a purchase of telecommunications hardware or software is expected to cost more than $150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract Rules*.
f. There are also times when the district needs to purchase specific items that are compatible with current equipment. On these occasions, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to make the purchase.

Conclusion of Compliance with Law

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

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

11. Telecommunications Services

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

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

b. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:

(1) The extent to which alternative providers exist in the relevant geographic and service market; the greater area of Douglas County;
(2) The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;
(3) The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting district liability. For

example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record, its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as a RFP.

c. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements.

Findings of Fact

a. Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.
b. Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.
c. The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to $150,000. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
d. If a purchase of service is expected to cost more than $150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract Rules*.
e. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure needed services from the sole source.

Conclusion of Compliance with Law

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

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

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

or sole source acquisitions if those situations occur. The rule also states the steps to be taken to document situations where sufficient competition may not exist and a sole source purchase needs to be made.

12. Hazardous Material Removal; Oil Cleanup

a. The district may enter into public contracts without competitive bidding, regardless of a dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:

(1) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;
(2) Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;
(3) Record the measures taken under A.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.

b. The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in Board policy with this administrative regulation.

Findings of Fact

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

Conclusions of Compliance with Law

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

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

13. Renegotiation of Existing Contracts with Incumbent Contractors

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

Findings of Fact

a. The LCRB may amend contracts when it is in the best interest of the district. The superintendent and/or other designee, acting on behalf of the LCRB, may renegotiate certain provisions, including:

(1) Price;
(2) Term;
(3) Delivery and shipping;
(4) Order size;
(5) Substitution;
(6) Warranties;
(7) Online ordering systems;
(8) Price adjustments;
(9) Product availability;
(10) Product quality;
(11) Reporting requirements; or
(12) Discounts.

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

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

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

Conclusion of Compliance with Law

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

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

EXEMPTIONS FROM COMPETITIVE BIDDING

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

1. Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and

2. Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335(2) and (5) and based on Oregon Administrative Rules, Chapter 137, Divisions 46 through 49.

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

In approving a finding under this section, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

1. How many persons are available to bid;

2. The construction budget and the projected operating costs for the completed public improvements;

3. Public benefits that may result from granting the exemption;

4. Whether value engineering techniques may decrease the cost of the public improvement;

5. The cost and availability of specialized expertise that is necessary for the public improvement;

6. Any likely increases in public safety;

7. Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;

8. Whether granting the exemption will affect the sources of funding for the public improvement;

9. Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;

10. Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;

11. Whether the public improvements involves new construction or renovates or remodels an existing structure;

12. Whether the public improvement will be occupied or unoccupied during construction;

13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and

14. Whether the district has or has retained under contract, and will use district personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the district will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

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

Promulgation of these exemptions can only occur after public notification and a public hearing to receive testimony pertaining to the draft exemptions and findings, pursuant to ORS 279C.335.

1. Brand Names or Products, "Or Equal," Single Seller and Sole Source

   a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
   b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this exemption.
   c. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections d. and e. of this rule.
   d. The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar language if there is no other practical method of specification after documenting the procurement file with the following:

      (1) A brief description of the solicitation(s) to be covered, including contemplated future purchases;
      (2) Description of the brand name, mark or product to be specified; and
      (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

(a) The use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
(b) Specification of the brand name, mark or product would result in substantial cost savings to the district; or
(c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
(d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.

(4) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.

e. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:

(1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
(2) Description of the product or service to be purchased; and
(3) The reasons the district is seeking this procurement method, which shall include any of the following:

(a) That the efficient utilization of existing equipment, supplies or services requires the acquisition of compatible equipment, supplies or services; or
(b) That the goods or services required for the exchange of software or data with other public or private agencies are available for only one source; or
(c) That the goods or services are for use in a pilot or an experimental project; or
(d) Other findings that support the conclusion that the goods or services are available from only one source.

(4) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.

f. The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:

(1) If the total purchase is over $10,000 but does not exceed $100,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file; or
(2) If the amount of the purchase exceeds $100,000, the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the LCRB.

g. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to

subsequent purchases. If the total purchase amount is estimated to exceed $100,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law

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

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

2. Product Prequalification

   a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:

      (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
      (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.

   b. The district has determined that special expertise required, generally, does not apply to this rule.
   c. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district business manager to request review and reconsideration of the denial.

Findings of Fact

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

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

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

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

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

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

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

Conclusion of Compliance with Law

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

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving

considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to a contract award. If the prequalification method is chosen, it will likely result in a substantial cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b) because the normal method of product selection is too cumbersome and costly to pursue.

3. Requirements Contracts (Blanket Purchase Orders, Price)[3]

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

      (1) The original contract met the requirements of the public contracting code; and
      (2) The original contract allows other public agency usage of the contract; and
      (3) The original public contracting agency concurs, and this is documented by a written interagency agreement between the district and the agency.

   g. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

Findings of Fact

   a. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, building, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
   b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts,

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

standardizing usage among schools, buildings and departments and reducing lead time for ordering.

c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise exempted.

d. The district limits the term of a requirements contract, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise exempted.

e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

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

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

4. Waiver of Bid Security Requirements (Public Improvement Contracts under $100,000)

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

Findings of Fact/Conclusion of Compliance with Law

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

5. Waiver of Performance and Payment Security Requirements (Public Improvement Contracts under $100,000)

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

Findings of Fact/Conclusion of Compliance with Law

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

6. Projects with Complex Systems or Components

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

Finding of Fact/Conclusion of Compliance with the Law

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

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

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

OSBA Model Sample Policy

Code: DJC-AR
Revised/Reviewed:

Special Procurements and Exemptions from Competitive Bidding

(Delete this version and consider updated version.)

SPECIAL PROCUREMENTS

The district shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB), that describes the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement and circumstances that justify the use of a special procurement under the standards as follows: the special procurement is unlikely to encourage favoritism in the awarding of a public contract or to substantially diminish competition for public contracts and, (A) is reasonably expected to result in substantial cost savings to the district or to the public, or (B) otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district. When the LCRB approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

1. Brand Names or Products, "Or Equal," Single Seller and Sole Source

   a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
   b. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
   c. The district may specify a particular brand name or equal specification when the use of a brand name or equal specification is advantageous to the district, because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the district.

      (1) The district is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final;
      (2) The district is not prohibited from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the district;
      (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

(a) The use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
(b) Specification of the brand name, mark or product would result in cost savings to the district; or
(c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
(d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.

d. The district may award a contract for goods or services without competition when the LCRB determines in writing that the goods or services, or the class of goods or services, are available from only one source. The determination of the source must be based upon written findings that shall include:

(1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
(2) Description of the product or service to be purchased; and
(3) The reasons the district is seeking this procurement method, which shall include any of the following:

(a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or
(b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source; or
(c) That the goods or services are for use in a pilot or an experimental project; or
(d) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.

e. The district may specify a product or service available from only one manufacturer but available through multiple sellers after complying with subsection c. above documenting the procurement file with the following information:

(1) If the total purchase is over $10,000 but does not exceed $150,000, and a comparable product or service is not available under an existing Mandatory Use Contract, the district must obtain informal competitive quotes, bids or proposals and document this process in the procurement file;
(2) If the purchase does not exceed $150,000, and the supplies or services are not available under an existing price agreement for information technology with competing products or Mandatory Use Contract, the district must first request and obtain prior written authorization from the LCRB to proceed with the acquisition.

f. If the district intends to make several purchases of brand name-specific supplies and services from a particular manufacturer or seller for a period not to exceed five years, the district must so state this in the procurement file and in the solicitation document, if any, or a public notice of a solicitation. If the total purchase amount is estimated to exceed $150,000, this shall be stated in the advertisement for bids or proposals.

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

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

a. It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings to the district which could not be realized under ORS 279B.055, 279B.060, 279B.065 or 279B.070 as required by ORS 279B.085(4).
b. Public notice of the approval must be given in the same manner as provided in ORS 279B.055(4).
c. This rule requires the districts to make a good faith effort to determine that no other sources are available for the specified products.
d. The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis.
e. The awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.
f. When the local review board approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for procurement.

2. Advertising Contracts, Purchase of

a. The district may purchase advertising in any media, regardless of a dollar amount, without competitive bidding.
b. The Board acting as the LCRB of the district must use competitive methods whenever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.
c. If the anticipated purchase exceeds $10,000 and a competitive method is used, the district must post notice on the OregonBuys.gov.

Findings of Fact

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

a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;
b. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
c. Cost savings are difficult to quantify where the sources are unique and not interchangeable;
d. Advertisements may be placed to satisfy legal notice or Board policy requirements;
e. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;

f. The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities;

g. It is unknown whether contracts for advertisements placed with radio, television or other broadcast media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.

Conclusion of Compliance with Law

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

3. Advertising Contracts, Sale of

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

Findings of Fact

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. The circulation of the newspaper and yearbook is limited to the students, teachers, parents and interested members of the community associated with the activities of that particular school. Due to the limited circulation and audience, the businesses that participate by purchasing advertising do so partly in the spirit of good will. Any business is welcome to place an advertisement in the school newspaper or yearbook; all it needs to do is to contact any district school department which publishes one. The district itself would not achieve any increased revenue to the General Fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

Conclusion of Compliance with Law

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

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

4. Equipment Repair and Overhaul

a. The district may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:

(1) Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or

(2) Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and

(3) The purchase is made within the limits and pursuant to the methods in subsection b. of this rule.

b. The following limitations apply to this rule:

(1) If the contract is less than or equal to $150,000, the school or department shall submit in writing to the [superintendent] or designee the reasons why competitive bids or quotes are deemed to be impractical. The [superintendent] or designee will accordingly document in its procurement file and may enter directly into the contract;

(2) If the school or department official thinks the contract may exceed $150,000, they shall submit in writing to the [superintendent] or designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by a special procurement. The [superintendent] or designee may prepare a specific request for the anticipated contract to be obtained through special procurement procedures to submit to the LCRB for approval.

Findings of Fact

a. The need for equipment repair or overhaul cannot be anticipated by district staff. If a piece of equipment is broken or not working properly, the district incurs cost of downtime, possible replacement equipment rental fees, staff time and other inconveniences or liabilities to its programs.

b. Generally, there are a limited number of vendors who are able to perform repair or overhaul on a particular piece of equipment because of its make or manufacture. Sophisticated equipment may require specially trained personnel available from only one source. Often, a piece of equipment will have a partial warranty in place which will guarantee some savings to the district in the parts and/or labor needed to do the repair or overhaul. This warranty savings may only be achieved if the original manufacturer or provider of the equipment performs the necessary repair or overhaul.

c. The dollar limits on the use of this special procurement procedure ensure that when the cost of the equipment repair or overhaul is expected to exceed $150,000, the district will either seek formal competitive bids or, if that is not practical or cost effective, obtain a specific special procurement procedure from the LCRB to proceed with the purchase of the needed repair or overhaul.

Conclusion of Compliance with Law

It is unlikely that this special procurement procedure will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts because the dollar limits incorporated into this special procurement when the anticipated costs exceed $150,000, insure the district will seek formal competitive bids and proposals. If the formal process is not practical, the

district will obtain a specific exemption from the LCRB to proceed with the purchase of the needed repair or overhaul.

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

5. Copyrighted Materials

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

Findings of Fact

a. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.
b. Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or their licensee. Textbooks/Instructional materials are examples of copyrighted materials that the district purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.

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

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

Conclusion of Compliance with Law

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

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

6. Product Prequalification

a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:

(1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and

(2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.

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

Findings of Fact

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

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

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

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

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

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

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

Conclusion of Compliance with Law

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

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

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

a. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of

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

supply, reducing inventory, combining district requirements for volume discounts, standardization among school and departments and reducing lead time for ordering.

b. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.

c. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.

d. School and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the [superintendent] or designee.

e. Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contracts entered into by another Oregon public agency when:

(1) The original contract met the requirements of public contracting code; and
(2) The original contract allows other public agency usage of the contract; and
(3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.

f. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.

Findings of Fact

a. This rule permits the district to enter into a requirements contract, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.

b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.

c. The district establishes a requirements contract as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.

d. The district limits the term of a requirements contract, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.

e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

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

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

8. Used Personal Property or Equipment, Purchase[2]

a. Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of district purchase. Used personal property or equipment generally does not include property or equipment if the district was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.

b. For purchases of used personal property or equipment costing less than or equal to $150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.

c. For purchases of used personal property or equipment totaling $150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

Findings of Fact

a. The district is responsible to manage expenditures in the best interests of the public. Cost savings can be achieved through the procurement of used property and equipment. The district purchases used property and equipment when it meets the district's needs and is cost effective. Considerations include type, quality, quantity and estimated useful life of the used item.

b. Used equipment and property becomes available sporadically and without notice. Used equipment and property is generally sold on a first-come, first-served basis. When used property or equipment does become available, the district must be able to respond immediately in order to obtain the property or equipment.

c. Some types of property or equipment may not be readily available in the new goods market. The district may have to look for used items to fill the need.

d. Competition to provide used property and equipment may be very limited and inconsistent, depending on the type of product.

e. The district maintains vendor lists which include information on whether a vendor provides used property or equipment. These lists are open to all vendors.

[2] When contracting with another governmental entity, a district has a statutory exception under ORS 279A.025. The district may purchase state/federal surplus property through the Department of Administrative Services, State Services Division for Surplus Property. For more information on this program, contact DAS at 503-378-4714.

Conclusion of Compliance with Law

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

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

9. Information Technology Contracts

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

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

Findings of Fact

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

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of district contracts or substantially diminish competition for district contracts. The purchase of information technology hardware and software will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over $150,000, the district will advertise its need.

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

10. Telecommunications Systems - Hardware and Software Contracts

a. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:

(1) If the contract amount does not exceed $150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.

(2) If the contract amount exceeds $150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the *Attorney General's Model Public Contract [and LCRB] Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award.

b. The telecommunications solicitation authorized in subsection 10.a.(1) of these rules shall:

(1) State the contractual requirements in the solicitation document;

(2) State the evaluation criteria to be applied in awarding the contract and the role of any evaluation committee. Criteria that would be used to identify the proposal that best meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, vendor viability and financial stability, operating efficiency and expansion potential;

(3) State the provisions made for bidders or proposers to comment on any specifications which they feel limit competition.

Findings of Fact

a. Rapid changes in technology make it necessary for the district to be able to purchase needed telecommunications hardware and software quickly.

b. Since deregulation, there is generally adequate competition among vendors of telecommunication hardware and software to allow the district to make competitive purchases.

c. Pricing for telecommunications hardware and software also changes frequently. It is important for the district to take advantage of price competition in the marketplace.

d. The district will follow procedures governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases over $10,000 but less than or equal to $150,000.

e. If a purchase of telecommunications hardware or software is expected to cost more than $150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract [and LCRB] Rules*.

f. There are also times when the district needs to purchase specific items that are compatible with current equipment. On these occasions, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to make the purchase.

Conclusion of Compliance with Law

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

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

11. Telecommunications Services

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

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

b. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:

(1) The extent to which alternative providers exist in the relevant geographic and service market; the greater area of [Insert Name] County;

(2) The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;

(3) The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts,

equitable service for all users, centralized management and limiting district liability. For example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record, its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as a RFP.

c. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements.

Findings of Fact

a. Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.
b. Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.
c. The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to $150,000. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
d. If a purchase of service is expected to cost more than $150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract [and LCRB] Rules*.
e. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure needed services from the sole source.

Conclusion of Compliance with Law

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

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

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility

in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur. The rule also states the steps to be taken to document situations where sufficient competition may not exist and a sole source purchase needs to be made.

12. Hazardous Material Removal; Oil Cleanup

a. The district may enter into public contracts without competitive bidding, regardless of a dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:

(1) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;
(2) Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;
(3) Record the measures taken under A.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.

b. The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in Board policy with this administrative regulation.

Findings of Fact

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

Conclusions of Compliance with Law

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

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

13. Renegotiation of Existing Contracts with Incumbent Contractors

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

Findings of Fact

a. The LCRB may amend contracts when it is in the best interest of the district. The [superintendent] and/or other designee, acting on behalf of the LCRB, may renegotiate certain provisions, including:

(1) Price;
(2) Term;
(3) Delivery and shipping;
(4) Order size;
(5) Substitution;
(6) Warranties;
(7) Online ordering systems;
(8) Price adjustments;
(9) Product availability;
(10) Product quality;
(11) Reporting requirements; or
(12) Discounts.

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

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

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

Conclusion of Compliance with Law

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

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

EXEMPTIONS FROM COMPETITIVE BIDDING

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

1. Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and

2. Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335(2) and (5) and based on Oregon Administrative Rules, Chapter 137, Divisions 46 through 49.

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

In approving a finding under this section, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

1. How many persons are available to bid;

2. The construction budget and the projected operating costs for the completed public improvements;

3. Public benefits that may result from granting the exemption;

4. Whether value engineering techniques may decrease the cost of the public improvement;

5. The cost and availability of specialized expertise that is necessary for the public improvement;

6. Any likely increases in public safety;

7. Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;

8. Whether granting the exemption will affect the sources of funding for the public improvement;

9. Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;

10. Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;

11. Whether the public improvements involves new construction or renovates or remodels an existing structure;

12. Whether the public improvement will be occupied or unoccupied during construction;

13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and

14. Whether the district has or has retained under contract, and will use district personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the district will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

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

Promulgation of these exemptions can only occur after public notification and a public hearing to receive testimony pertaining to the draft exemptions and findings, pursuant to ORS 279C.335.

1. Brand Names or Products, "Or Equal," Single Seller and Sole Source

   a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
   b. The district has determined that [value engineering,] [specialized expertise required,] [public safety] [and technical complexity], generally do not apply to this exemption.
   c. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections d. and e. of this rule.
   d. The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar language if there is no other practical method of specification after documenting the procurement file with the following:

      (1) A brief description of the solicitation(s) to be covered, including contemplated future purchases;
      (2) Description of the brand name, mark or product to be specified; and
      (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification

will meet the needs of the district based on one or more of the following written determinations:

(a) The use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
(b) Specification of the brand name, mark or product would result in substantial cost savings to the district; or
(c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
(d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.

(4) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.

e. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:

(1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
(2) Description of the product or service to be purchased; and
(3) The reasons the district is seeking this procurement method, which shall include any of the following:

(a) That the efficient utilization of existing equipment, supplies or services requires the acquisition of compatible equipment, supplies or services; or
(b) That the goods or services required for the exchange of software or data with other public or private agencies are available for only one source; or
(c) That the goods or services are for use in a pilot or an experimental project; or
(d) Other findings that support the conclusion that the goods or services are available from only one source.

(4) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.

f. The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:

(1) If the total purchase is over $10,000 but does not exceed $100,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file; or
(2) If the amount of the purchase exceeds $100,000, the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the LCRB.

g. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed $100,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law

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

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

2. Product Prequalification

a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:

(1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and

(2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.

b. The district has determined that special expertise required, generally, does not apply to this rule.

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

Findings of Fact

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

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

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

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

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

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

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

Conclusion of Compliance with Law

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

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving

considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to a contract award. If the prequalification method is chosen, it will likely result in a substantial cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b) because the normal method of product selection is too cumbersome and costly to pursue.

3. Requirements Contracts (Blanket Purchase Orders, Price)[3]

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

   (1) The original contract met the requirements of the public contracting code; and
   (2) The original contract allows other public agency usage of the contract; and
   (3) The original public contracting agency concurs, and this is documented by a written interagency agreement between the district and the agency.

g. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

Findings of Fact

a. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, building, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts,

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

standardizing usage among schools, buildings and departments and reducing lead time for ordering.

c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise exempted.

d. The district limits the term of a requirements contract, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise exempted.

e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

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

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

4. Waiver of Bid Security Requirements (Public Improvement Contracts under $100,000)

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

Findings of Fact/Conclusion of Compliance with Law

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

5. Waiver of Performance and Payment Security Requirements (Public Improvement Contracts under $100,000)

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

Findings of Fact/Conclusion of Compliance with Law

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

6. Projects with Complex Systems or Components

a. For contracts for public improvements with significant components that are inherently complex and are also complex to procure through competitive bid, the district may, at its discretion, use RFP competitive procurement methods subject to the conditions described in ORS 279C.400 and conditions enumerated in this exemption.

b. Definitions. For purposes of this exemption only: "Complex Systems" are defined as those systems which incorporate the procurement of materials or other components which are difficult, if not impossible, to create in an "equal" specifications basis for competitive bid. Examples of such systems include but are not limited to, contracts for supplying and installing computerized controls for building heating, venting, air conditioning systems; and contracts for artificial surface outdoor multipurpose athletic fields. "Significant" is intended to mean something more than de minimus, but not necessarily the majority of the project as determined by cost.

Finding of Fact/Conclusion of Compliance with the Law

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

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

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

Reedsport School District

OLD Policy
Delete
Replace w/New DJC

Code:	DJCA
Adopted:	5/18/05
Revised/Readopted:	2/08/23
Orig. Code:	DJCA

Personal Services Contracts

The district may enter into personal services contracts with qualified professionals as provided by Oregon Revised Statute (ORS) 279A.055. "Personal services contracts," as used in this policy, means contracts for specialized skills, knowledge and resources in the application of highly technical or scientific expertise or the exercise of professional, artistic or management discretion or judgment. The district may enter into a personal services contract with a current district employee only when the individual meets independent contractor status in accordance with state, Public Employees Retirement System (PERS) and Internal Revenue Service (IRS) requirements.

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

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

Contracts for personal services in excess of $150,000 shall require prior Board approval.

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

END OF POLICY

Legal Reference(s):

ORS Chapters 279
ORS Chapters 279A, 279B and 279C
ORS 332.107
ORS 670.600
OAR 459-010-0030

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

Cross Reference(s):

DJC - Bidding Requirements

Delete
Replace w/ NEW DJC

OSBA Model Sample Policy

Code: DJCA
Adopted:

DELETE

Personal Services Contracts

(Delete this policy. OSBA has moved personal services contract language to DJC.)

The district may enter into personal services contracts with qualified professionals as provided by Oregon Revised Statute (ORS) 279A.055. "Personal services contracts," as used in this policy, means contracts for specialized skills, knowledge and resources in the application of highly technical or scientific expertise or the exercise of professional, artistic or management discretion or judgment. The district may enter into a personal services contract with a current district employee only when the individual meets independent contractor status in accordance with state, Public Employees Retirement System (PERS) and Internal Revenue Service (IRS) requirements.

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

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

Contracts for personal services in excess of [$150,000] shall require prior Board approval.

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

END OF POLICY

DELETE

Legal Reference(s):

ORS Chapters 279
ORS Chapters 279A, 279B and 279C

ORS 332.107
ORS 670.600

OAR 459-010-0030

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

DELETE

DELETE

OSBA Model Sample Policy

NEW
Replacing Deleted
DJC & DJCA

Code: DJC
Adopted:

Bidding Requirements

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

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

OR

[The Board is the Local Contract Review Board (LCRB) for the district. The LCRB has adopted its own rules of procedure that will govern district purchasing.[3] Consequently, the model rules[4] adopted by the Attorney General shall not apply to the district. The district shall review its rules each time the Attorney General adopts a modification of the model rules to determine whether any modifications need to be made to district rules, as required by ORS 279A.065(6)(b). New rules, as necessary, shall be adopted by the LCRB. In the event it is unnecessary to adopt new rules, Board minutes will reflect that the review process was completed as required.]

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

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

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

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

Goods and Services

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

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

[3] [The district should insert date of adoption of such rules and their location here and remove brackets.]

[4] Oregon Administrative Rules (OAR) 137-045 - 049

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

1. Small Procurement. For purchases of goods and services with a contract price not exceeding $25,000, the district can use any manner deemed practical or convenient, including direct selection or award. Amendments to a contract awarded through small procurement must be in accordance with OAR 137-047-0800.

2. Intermediate Procurement. For purchases of goods and services with a contract price exceeding $25,000, but not exceeding $250,000, the district shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The district will keep record of the request and quotes. If three quotes are not reasonably available, fewer will suffice, but the district will make a written record of the effort made. The district may negotiate with a prospective contractor to clarify the quote or offer, or to effect modifications. Amendments to a contract awarded through intermediate procurement must be in accordance with OAR 137-047-0800.

3. Regular Procurement. For purchases exceeding $250,000, the district will use competitive sealed bids (OAR 137-047-0255) or competitive sealed proposals (OAR 137-047-0260). Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-047-0800.

4. Emergency Procurements. In situations of emergency[5], the LCRB or designee may authorize an emergency procurement. In an emergency procurement, the district is not required to follow general procurement requirements. The district must ensure competition for the contract that is reasonable and appropriate under the circumstances. The district must document the nature of the emergency and the method used for the selection of the contractor.

5. Sole-source Procurements. If the LCRB or designee determines that the goods or services are available from only one source, the district may award a contract without competition. To the extent reasonably practicable, the district shall negotiate with the sole source to obtain contract terms that are advantageous to the district. The determination of sole source must be based on written findings and may include:

    a. That the efficient utilization of existing goods requires acquiring compatible goods or services;
    b. That the goods or services required to exchange software or data with other public or private agencies ae available from only one source;
    c. That the goods or services are for use in a pilot or experimental project; or
    d. Other findings that support the conclusion that the goods or services are available from only one source.[6]

6. Special Procurements. "Special procurement" means a contract or class of contracts that use a contracting procedure other than competitive sealed proposals, competitive sealed bidding, small procurement or intermediate procurement. Special procurements require LCRB approval and will be

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

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

conducted in accordance with ORS 279B.085, OAR 137-047-0285, and this policy [and administrative regulation DJC-AR - Exemptions from Competitive Bidding and Special Procurement]. {[7]}

7. Personal Services Contracts. "Personal services contract," as used in this policy, means a contract whose primary purpose is to acquire specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.[8] Unless otherwise designated by the LCRB, personal services contracts will be procured in accordance with applicable procurement laws. The LCRB may designate certain service contracts or classes of service contracts as personal services contracts and exempt them from competitive bidding. {[9]} All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price. Personal service contractors may be required to qualify as independent contractors in accordance with applicable laws.[10]

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

Public Improvements

"Public improvement" means a project for construction, reconstruction or major renovation on real property by or for the district.[11] The district will contract for public improvements using the following procedures, unless an exception applies.

1. Public improvements contracts with a value of less than $25,000 are exempt from competitive bidding.

2. Intermediate Procurements. For public improvement contracts not exceeding $100,000, the district may utilize three quotes[12]:

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

[8] This includes, but is not limited to, contracts for the services of an accountant, physician or dentist, educator, consultant (including a provider under an Architectural and Engineering Service Contract), broadcaster, or artist (including a photographer, filmmaker, painter, weaver or sculptor (OAR 137-045-0010(19)). Also includes architectural, engineering, photogrammatic mapping, transportation planning or land surveying services procured under ORS 279C.105 (ORS 279C.100) and related services procured under ORS 279C.120 (ORS 279C.100(5)).

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

[10] See ORS 670.600 and OAR 459-005-0020.

[11] Public improvement does not include:
1. Projects for which no funds of the district are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
2. Emergency work, minor alternation, ordinary repair or maintenance necessary to preserve a public improvement.

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

a. The request for the quotes shall be in writing (unless not reasonably practicable)[13];
b. The request for quotes shall include the selection criteria and if the criteria are not of equal value, their relative value or ranking.

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

3. Regular Procurements. For purchases exceeding $100,000, the district will use invitation to bid or request for proposals except as otherwise allowed by law. See OAR 137-049-0130 and OAR 137-049-0640. Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-049-0910.

4. Emergency Procurements. Emergency contracts for construction services are not considered public improvement contracts and will be procured in accordance with OAR 137-049-0140 and OAR 137-049-0150.

5. Community Benefit Contracts. "Community benefit contract" means a public improvement contract that includes, but is not limited to, terms and conditions that require the contractor to:

   a. Qualify as a training agent, as defined in ORS 660.010, or provide apprenticeship training that meets applicable federal and state standards for apprenticeship training;
   b. Employ apprentices to perform a specified percentage of work hours that workers in apprenticeable occupations perform on the community benefit project;
   c. Provide employer -paid family health insurance; and
   d. Meet any other requirements that the LCRB sets forth.

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

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

END OF POLICY

Legal Reference(s):

ORS Chapter 279
ORS Chapter 279A
ORS Chapter 279B
ORS Chapter 279C
ORS 670.600
OAR Chapter 125, Divisions 246 - 249

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

OAR Chapter 137, Divisions 045 - 049

OAR 459-005-0020

OREGON PROCUREMENT MANUAL, Oregon Department of Administrative Services.

EBBB – Injury or Illness Reports
October 2026 Policy Update Summary
OSBA designation: Required
OSBA originally released the revised EBBB with its April 2024 Policy Update and then issued a corrected version in May 2024. OSBA identifies EBBB as a **required policy because ORS 339.309 requires school boards to establish policy for reporting incidents such as injuries.**

Why OSBA Updated This Policy
The update brings the policy into better alignment with current **Oregon OSHA injury and illness reporting requirements** and clarifies what incidents involving employees, students, visitors, or district property must be reported, investigated, and documented.

This is primarily a **legal/compliance update**, not a change in Board or superintendent authority.

What Changes for Reedsport?
1. Oregon OSHA reporting requirements are clarified and expanded.
RSD's current policy requires the district to report a work-related employee injury or illness resulting in overnight hospitalization for medical treatment within 24 hours, and fatalities or catastrophes within eight hours.

The updated OSBA policy retains those requirements but clarifies that the 24-hour reporting requirement also applies to:

- **loss of an eye;**
- **amputation; or**
- **avulsion resulting in bone loss.**

2. Reporting applies clearly to accidents involving employees as well as students, visitors, and district property.
The current RSD policy says accidents involving students, the visiting public, or district property must be reported immediately.

OSBA's updated wording expressly includes **employees** in that accident-reporting requirement.

3. Investigation and recordkeeping requirements are clarified.
RSD already requires prompt investigation and corrective action following injuries and illnesses.

The updated OSBA policy clarifies that the district's records should encompass **injuries, illnesses, and accidents**, including prevention measures, periodic statistics, and monthly and annual analysis of accident data.

4. OSBA updates definitions to match Oregon OSHA terminology.
The revised policy updates and clarifies definitions for terms such as **injury or illness, first aid, work-related injury or illness, medical treatment, catastrophe, amputation, and avulsion.**
These definitions are tied directly to Oregon OSHA administrative rules.

What Does Not Change?
The basic responsibility already contained in RSD policy remains the same:
Injuries, illnesses and accidents must be promptly reported, serious workplace incidents must be reported to Oregon OSHA when required, incidents must be investigated, and records must be maintained so corrective and preventive measures can be taken.

The update primarily makes RSD's existing policy more complete and aligns its terminology and reporting requirements with current Oregon OSHA rules.

Legal Basis
The updated OSBA policy identifies the following primary authorities:

- **ORS 339.309** – requires school district boards to establish policy concerning injury/incident reporting;
- **OAR 437-001-0015** – Oregon OSHA definitions;
- **OAR 437-001-0700** – occupational injury and illness recordkeeping requirements;
- **OAR 437-001-0704** – reporting fatalities, catastrophes, inpatient hospitalizations, loss of an eye, amputations and avulsions;
- **OAR 437-001-0760** – Oregon OSHA requirements;
- **OAR 437-002-0360 and 437-002-0377** – additional workplace safety requirements; and
- **OAR 581-022-2225** – school district health and safety requirements.

What Is the Board Being Asked to Do?
Update the district's required EBBB policy to align its injury/illness reporting, investigation and recordkeeping language with OSBA's current model and Oregon OSHA requirements.

This update **does not expand superintendent authority or change Board authority.** It updates the district's safety-reporting policy to reflect the legal requirements governing workplace injuries and incidents.

Reedsport School District

Code: EBBB
Adopted: 5/15/02
Revised/Readopted: 3/08/23
Orig. Code: EBBB

Injury/Illness Reports

All injuries/illnesses, sustained by the employee while in the actual performance of the duty of the employee, occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business will be reported immediately to a supervisor. All accidents involving students, visiting public or district property will be reported immediately to a supervisor.

A written report will be submitted within 24 hours to the district's safety officer. Reports will cover property damage as well as personal injury.

In the event of a work-related[1] illness or injury to an employee resulting in overnight hospitalization for medical treatment[2] other than first aid, the district safety officer shall report the incident to the Oregon Occupational Safety and Health Division (OR-OSHA). This report will be made within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes[3] shall be reported to OSHA within eight hours.

ALL injuries/illnesses sustained by an employee, while in the actual performance of the duty of the employee or by a student or visiting public will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

The district safety officer will maintain reports on serious injuries/illnesses, including accidents involving district property or employees, students or visiting publics, and periodic statistical reports on the number and types of injuries/illnesses occurring in the district, as well as on the measures being taken to prevent such injuries/illnesses in the future.

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[1] An injury or illness is work related if an event or exposure in the work environment caused or contributed to the condition or significantly aggravated a preexisting condition.

[2] Medical treatment includes managing or caring for a patient for the purpose of combatting disease or disorder. The following are not considered medical treatment: visits to a doctor or health care professional solely for observation or counseling; diagnostic procedures including administering prescription medications used solely for diagnostic purposes; and any procedure that can be labeled first aid.

[3] A "catastrophe" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility.

The records will include monthly reporting information and an analysis of the data and trends will be conducted at least annually. Such reports will be submitted to the superintendent for review annually[4].

END OF POLICY

Legal Reference(s):

ORS 339.309

OAR 437-001-0015

OAR 437-001-0700
OAR 437-001-0704
OAR 437-001-0760

OAR 581-022-2225

Cross Reference(s):

GBE - Staff Health and Safety

[4] Annual reporting is required, but may occur more often.

OSBA Model Sample Policy

Code: EBBB
Adopted:

Injury/ or Illness Reports

{This policy was originally released with the April 2024 Policy Update. Following that release, OSBA determined that a correction was necessary. This correction was made in May 2024 and this policy was re-released. This version includes the correction. Required policy. ORS 339.309 requires a district school board establish policy for reporting incidents, e.g., injury.}

All injuries/ or illnesses[1], sustained by the employee while in the actual performance of the duty of the employee, occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business will be reported immediately to a supervisor. ~~[Staff members will report self-administered first-aid[2] treatment to an immediate supervisor.]~~ All accidents involving employees, students, visiting public or district property will be reported immediately to a supervisor.

A written report will be submitted within 24 hours to the district's safety officer. Reports will cover property damage as well as personal injury.

In the event of a work-related[3] illness or injury to an employee resulting in ~~overnight~~ in-patient hospitalization ~~for medical treatment[4] other than first aid~~, loss of an eye, amputation or avulsion[5], the district safety officer shall report the incident to the Oregon Occupational Safety and Health Division (OR-OSHA). ~~This report will be made~~ within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes[6] shall be reported[7] to OSHA within eight hours.

ALL injuries or illnesses sustained by an employee, while in the actual performance of the duty of the employee or by a student or visiting public and accidents involving district property, employees, students

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[1] The Oregon Occupational Safety and Health Division provides: "Injury or illness" means an abnormal condition or disorder. Injuries include cases such as, but not limited to, a cut, fracture, sprain, or amputation. Illnesses include both acute and chronic illnesses, such as, but not limited to, skin disease, respiratory disorder, or poisoning (record injuries and illnesses only if they are new, work-related cases that meet one or more of the recording criteria). (OAR 437-001-0015(39))

[2] For employees, "first aid" means any one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, or similar injuries that do not ordinarily require medical care. Such one-time treatment and subsequent observation is considered first aid even though it is provided by a physician or registered professional personnel. (OAR 437-001-0015(34))

[3] An injury or illness is work related if an event or exposure in the work environment either caused or contributed to the resulting condition or significantly aggravated a preexisting ~~condition~~injury or illness. (OAR 437-001-0700(6))

[4] ~~"Medical treatment" includes managing or caring for is the management or care of a patient for the purpose of to combatting disease or disorder. The following are not considered medical treatment: visits to a doctor physician or other licensed health care professional solely for observation or counseling; diagnostic procedures, such as x-rays and blood tests, including administering prescription medications used solely for diagnostic purposes; and or any procedure that can be labeled first aid according to OAR 437-001-0700(8)(d)(A)(iii).~~

[5] Amputations and avulsions are only required to be reported if they result in bone loss. (OAR 437-001-0704(4))

[6] ~~A "c~~Catastrophe" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility. (OAR 437-001-0015(11))

[7] Reporting must be done in person or by telephone. (OAR 437-001-0704(3))

or visiting public will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

The district safety officer will maintain records ~~and reports on serious~~ on injuries~~/~~, illnesses, ~~including~~ and accidents involving district property, ~~or~~ employees, students or visiting publics~~, and periodic statistical reports on the number and types of injuries/illnesses occurring in the district, as well as on the measures being taken to prevent such injuries/illnesses in the future~~.

~~The records will include monthly reporting information and an analysis of the data and trends will be conducted at least annually.~~ These records will include prevention measures taken, reporting information, periodic statistical reports on the number and types of injuries, illnesses and accidents occurring in the district, and monthly and annual analyses of accident data. Such reports will be submitted to the [superintendent] ~~[Board] for review [annually[8]]~~.

END OF POLICY

Legal Reference(s):

ORS 339.309

OAR 437-001-0015

OAR 437-001-0700
OAR 437-001-0704
OAR 437-001-0760

OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2225

[8] ~~[Annual reporting is required, but may occur more often.]~~

GBNAA/JHFF & JHFF/GBNAA – Suspected Sexual Conduct with Students and Reporting Requirements
October 2026 Policy Update Summary
OSBA designation: Required – Mirror Policies
GBNAA/JHFF and JHFF/GBNAA are the **same policy filed in two sections of the policy manual** because the subject involves both personnel and students. The substantive language is the same, so the Board is considering **one policy update reflected in two locations**, not two separate policy changes.

OSBA states that this policy is required because **ORS 339.372 requires school boards to adopt a policy addressing suspected sexual conduct.**

This is a narrow, required statutory update. House Bill 4160 changed Oregon law so that, for purposes of suspected sexual conduct, certain former students remain covered for one calendar year after leaving school or graduating instead of only 90 days. The remainder of Reedsport's policy is substantially unchanged. Because GBNAA/JHFF and JHFF/GBNAA are mirror copies of the same policy, the same change is made in both locations of the policy manual.

Why OSBA Updated This Policy
This is a very narrow update resulting from **House Bill 4160 (2024).**

HB 4160 changed Oregon's legal definition of **"student" for purposes of suspected sexual conduct**. Previously, the law continued to treat a former student as a student for this purpose for **90 days after leaving school or graduating**.

Effective **July 1, 2024**, the Legislature extended that period from **90 days to one calendar year**. OSBA issued the December 2024 policy update specifically to incorporate that statutory change.

This is a **required state-law compliance update,** not a local policy or administrative choice.

What Changes for Reedsport?
One substantive change: the definition of "student" is expanded from 90 days to one calendar year after leaving school or graduating.

RSD's current policy defines a student to include someone who was previously known as a student by the person engaging in the alleged sexual conduct and who:
left school or graduated from high school within **90 days** before the conduct.

The updated OSBA policy changes that period to:
one calendar year before the sexual conduct.

Example:
Under RSD's current policy, alleged sexual conduct occurring six months after a former student graduated would fall outside this particular 90-day portion of the policy's definition.

Under the updated policy, that former student remains covered by this definition for **one calendar year** after leaving school or graduating.

What Does Not Change?
Nearly everything else in the policy remains intact.

The policy continues to:

- prohibit sexual conduct involving students by district employees, contractors, agents, and volunteers;
- define prohibited sexual conduct to include certain verbal, physical, written, and electronic communications;
- require designated administrators to receive reports;
- require immediate reporting when there is reasonable cause to believe sexual conduct occurred;
- require reporting to the appropriate state agency;
- provide protections for students and individuals making good-faith reports;
- address administrative leave or removal from service while allegations are investigated;
- prohibit assisting certain individuals in obtaining another job when the statutory conditions apply; and
- establish expectations regarding electronic communications with students.

So this is **not a rewrite of Reedsport's sexual-conduct standards or reporting process**.

Why Are There Two Policy Numbers?
GBNAA/JHFF and JHFF/GBNAA are mirror policies.

- **GBNAA/JHFF** places the policy in the **Personnel** section of the policy manual.
- **JHFF/GBNAA** places the same policy in the **Students** section.

OSBA provides both because the requirements concern the conduct and reporting responsibilities of district personnel and the protection of students.

The Board should therefore make the **same update to both mirror copies** so the policy manual remains consistent.

Legal Basis
The primary authority is:

- **ORS 339.372** – requires school boards to adopt policy addressing suspected sexual conduct;
- **ORS 339.370–339.400** – Oregon's statutory requirements concerning sexual conduct involving students;
- **HB 4160 (2024)** – changed the applicable definition of "student" from a former student who left or graduated within **90 days** to one who left or graduated within **one calendar year**; and
- **ORS 419B.005–419B.045** – child-abuse reporting requirements that may also apply when conduct constitutes suspected child abuse.

OSBA specifically identifies **HB 4160 (2024)** as the reason for this December 2024 update and states that the change became effective July 1, 2024.

What Is the Board Being Asked to Do?
Update both mirror copies of this required policy so Reedsport's definition of "student" matches current Oregon law.

Reedsport School District

Code: GBNAA/JHFF
Adopted: 5/10/23
Revised/Readopted: 11/08/23
Orig. Code(s): JHFF

Suspected Sexual Conduct with Students and Reporting Requirements

Sexual conduct by district employees, contractors[1], agents[2], and volunteers[3] is prohibited and will not be tolerated. All district employees, contractors, agents, and volunteers are subject to this policy. Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.

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

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

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

Any district employee, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected

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

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

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

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

perpetrator, for their school building. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with Board policy GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator the report shall be submitted to the human resources director who shall report the suspected sexual conduct to the Board chair.

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

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

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

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

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

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

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

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

1. A description of conduct that may constitute sexual conduct;

2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and

3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

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

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 339.370 - 339.400 ORS 419B.005 - 419B.045

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).
House Bill 2136 (2021).
Senate Bill 51 (2021).

Cross Reference(s):

GBN/JBA - Sexual Harassment
GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements
GCAB - Personal Electronic Devices and Social Media - Staff
IIBGA - Electronic Communications System
JFCF - Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence, or Domestic Violence – Student
JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements
JHFF/GBNAA - Suspected Sexual Conduct with Students and Reporting Requirements

OSBA Model Sample Policy

Code: GBNAA/JHFF
Adopted:

Suspected Sexual Conduct with Students and Reporting Requirements *

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

Sexual conduct by district employees, contractors[1], agents[2], and volunteers[3] is prohibited and will not be tolerated. All district employees, contractors, agents, ~~and~~ volunteers, and students[4] are subject to this policy. ~~Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.~~

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

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

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

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

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

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

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

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

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

If the superintendent is the alleged perpetrator the report shall be submitted to the [{[8]}building principal] who shall report the suspected sexual conduct to the Board chair.

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

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

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

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

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

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

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

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

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

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

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

1. A description of conduct that may constitute sexual conduct;

2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and

3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

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

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 339.370 - 339.400 ORS 419B.005 - 419B.045

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).
~~House Bill 2136 (2021).~~
~~Senate Bill 51 (2021).~~
House Bill 4160 (2024).

Reedsport School District

Code: JHFF/GBNAA
Adopted: 5/10/23
Revised/Readopted: 11/08/23
Orig. Code(s): JHFF

Suspected Sexual Conduct with Students and Reporting Requirements

Sexual conduct by district employees, contractors[1], agents[2], and volunteers[3] is prohibited and will not be tolerated. All district employees, contractors, agents, and volunteers are subject to this policy. Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.

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

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

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

Any district employee, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected

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

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

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

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

perpetrator, for their school building. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with Board policy JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator the report shall be submitted to the human resources director who shall report the suspected sexual conduct to the Board chair.

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

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

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

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

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

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

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

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

1. A description of conduct that may constitute sexual conduct;

2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and

3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

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

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 339.370 - 339.400 ORS 419B.005 - 419B.045

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).
House Bill 2136 (2021).
Senate Bill 51 (2021).

Cross Reference(s):

GBNAA/JHFF - Suspected Sexual Conduct with Students and Reporting Requirements
GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements
GCAB - Personal Electronic Devices and Social Media - Staff
JFCF - Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence, or Domestic Violence – Student
JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements

OSBA Model Sample Policy

Code: JHFF/GBNAA
Adopted:

Suspected Sexual Conduct with Students and Reporting Requirements *

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

Sexual conduct by district employees, contractors[1], agents[2], and volunteers[3] is prohibited and will not be tolerated. All district employees, contractors, agents, ~~and~~ volunteers, and students[4] are subject to this policy. ~~Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.~~

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

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

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

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

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

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

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

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

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

If the superintendent is the alleged perpetrator the report shall be submitted to the [{[8]}building principal] who shall report the suspected sexual conduct to the Board chair.

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

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

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

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

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

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

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

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

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

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

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

1. A description of conduct that may constitute sexual conduct;

2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and

3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

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

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 339.370 - 339.400 ORS 419B.005 - 419B.045

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).
~~House Bill 2136 (2021).~~
~~Senate Bill 51 (2021).~~
House Bill 4160 (2024).

GCBDA/GDBDA – Family and Medical Leave
October 2026 Policy Update Summary
OSBA designation: Highly Recommended – Version 1
OSBA's November 2024 Policy Update revised its family and medical leave policies because of significant changes to Oregon leave law, particularly **Senate Bill 1515 (2024)** and related administrative rule changes. OSBA directs districts to review and adopt the policy changes and review their collective bargaining agreements for any affected bargained benefits.

RSD's current policy says federal and state leave generally run concurrently. Oregon law changed. The updated policy explains that OFLA and Paid Leave Oregon cannot run concurrently, while Paid Leave Oregon and FMLA must run concurrently when they cover the same qualifying absence.

Why OSBA Updated This Policy
Oregon changed how the **Oregon Family Leave Act (OFLA)** and **Paid Leave Oregon/Paid Family and Medical Leave Insurance (PFMLI)** work together.

The biggest change is that **OFLA and Paid Leave Oregon no longer run concurrently**. In other words, when an employee qualifies for both types of leave, the same absence generally cannot be counted against both leave banks at the same time. OSBA identifies this as the major reason for the November 2024 leave-policy updates.

This is a **state-law compliance update**, not a change in Board or superintendent authority.
What Changes for Reedsport?

1. Paid Leave Oregon is added to the family-leave policy.
RSD's current policy addresses the federal Family and Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), and Oregon Military Family Leave Act (OMFLA), but does not incorporate Paid Leave Oregon/PFMLI into this policy.

The updated OSBA policy expressly adds **Paid Family and Medical Leave Insurance (PFMLI/Paid Leave Oregon)** to the leave programs with which the district must comply.

2. The policy clarifies which employees qualify for federal FMLA leave.
The updated language clarifies that public schools are covered by FMLA, but an individual employee must still meet the federal eligibility requirements, including:

- employment for at least 12 months;
- at least 1,250 hours worked during the preceding 12 months; and
- working at a location where the district employs at least 50 employees within 75 miles.
-

This corrects potentially confusing language in RSD's current policy concerning the 50-employee requirement.

3. Paid Leave Oregon eligibility is added.
The updated policy explains that PFMLI is generally available to employees who have earned at least **$1,000 in qualifying wages or taxable income** during the applicable base period, have contributed to the program, and otherwise meet eligibility requirements.

Paid Leave Oregon may provide **family leave, medical leave, or safe leave**.

4. The relationship between the different leave programs is substantially clarified.
RSD's current policy simply states:
"Federal and state leave entitlements generally run concurrently."
That is no longer sufficiently accurate.

The updated OSBA policy explains that:

- **OFLA and Paid Leave Oregon cannot run concurrently;**
- OFLA or Paid Leave Oregon may run concurrently with other qualifying leave, including Oregon sick time and FMLA; and
- **Paid Leave Oregon must run concurrently with FMLA when the leave is taken for the same qualifying purpose.**

This is one of the most important substantive changes to RSD's current policy.

5. Changes to qualifying family leave are incorporated.
Beginning **January 1, 2025**, Paid Leave Oregon includes time needed to complete the legal process associated with placement of a foster child or adoption. OSBA specifically connects this change to **SB 1515 (2024)**.

What Does Not Change?
The district continues to comply with the applicable federal and Oregon leave laws and applicable collective bargaining agreements.

The superintendent/designee also continues to be responsible for developing the administrative procedures necessary to implement those legal requirements. That responsibility already exists in RSD's current policy and remains in OSBA's updated version.

This update does not expand superintendent authority. It updates the district's policy so employees' leave is administered according to changes made by the Oregon Legislature and applicable federal law.

Legal Basis
The primary changes identified by OSBA come from:

- **Senate Bill 1515 (2024)** – significantly changed the relationship between OFLA and Paid Leave Oregon and changed qualifying leave provisions;
- **Senate Bill 999 (2023)** – earlier changes associated with implementation and coordination of Paid Leave Oregon;
- **ORS 657B.010 and 657B.025** – Paid Family and Medical Leave Insurance/Paid Leave Oregon;
- **ORS 659A.150–659A.186** – Oregon Family Leave Act;
- **ORS 659A.090–659A.099** – Oregon Military Family Leave;
- **OAR Chapter 839, Division 009** – Oregon family-leave rules; and
- **Federal Family and Medical Leave Act (FMLA), 29 U.S.C. §§ 2601–2654 and 29 C.F.R. Part 825.**

What Is the Board Being Asked to Do?
Update GCBDA/GDBDA so Reedsport's family and medical leave policy reflects current Oregon leave law, particularly the changes to OFLA and Paid Leave Oregon resulting from SB 1515 (2024).

Reedsport School District

Code: GCBDA/GDBDA
Adopted: 8/20/03
Revised/Readopted: 6/14/23
Orig. Code: GCBDA

Family Medical Leave

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA) of 1993, the Oregon Family Leave Act (OFLA) of 1995, the Military Family Leave Act as part of the National Defense Authorization Acts of 2008 and for Fiscal Year 2010 (which expanded certain leave to military families and veterans for specific circumstances), the Oregon Military Family Leave Act (OMFLA) of 2009 and other applicable provisions of Board policies and collective bargaining agreements regarding family medical leave.

FMLA applies to districts with 50 or more employees within 75 miles of the employee's worksite, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

OFLA and OMFLA apply to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

In order for an employee to be eligible for the benefits under FMLA, the employee must have been employed by the district for at least 12 months and have worked at least 1,250 hours during the past 12-month period.

In order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours per week and have been employed at least 180 calendar days prior to the first day of the family medical leave of absence. For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

Federal and state leave entitlements generally run concurrently.

The superintendent or designee will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545
ORS 659A.090
ORS 659A.093
ORS 659A.096
ORS 659A.099
ORS 659A.150 to -659A.186
OAR 839-009-0200 to -0320

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654 (2012); 5 U.S.C. §§ 6381-6387 (2012); Family and Medical Leave Act, 29 C.F.R. Part 825 (2017).
Americans with Disabilities Act Amendments Act of 2008.
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).

Cross Reference(s):

GCBDD/GDBDD - Sick Time

OSBA Model Sample Policy

Code: GCBDA/GDBDA
Adopted:

Family and Medical Leave *

(Version 1)

{The law does not require districts to have a board-adopted policy, but the district is required to follow the law; having policy and an administrative regulation in place can assist with compliance. This policy is intended for districts with 50 or more employees as counted in accordance with ORS 659A.153. If the district has between 25 and 50 employees, the district should use version 2 of GCBDA/GDBDA – Family Leave *. If the district does not have 25 employees, the district should not adopt this policy.}

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA){[1]}, the Oregon Family Leave Act (OFLA){[2]}, the Oregon Military Family Leave Act (OMFLA), Paid Family and Medical Leave Insurance (PFMLI) and other applicable provisions of state and federal law, Board policies and collective bargaining agreements regarding family medical leave.

In order for an employee to be eligible for the benefits under FMLA, the employee must have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and worked at a worksite that employs 50 or more district employees within 75 miles of the worksite.

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave. ~~For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins; there is no minimum average number of hours worked per week.~~ Special requirements apply during public health emergencies.

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

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[1] {Generally, FMLA applies only to entities with 50 or more employees, however, FMLA applies to all public elementary and secondary educational institutions. See 29 CFR 825.600(b). The rule regarding individual employee eligibility does apply: an employee is only eligible if the employee "is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite." See 29 CFR 825.110(a)(3). Consequently, FMLA applies to districts with fewer than 50 employees, but individual employees will not be eligible to receive benefits.}

[2] {OFLA applies to employers with 25 or more employees in Oregon (ORS 659A.153) and OMFLA applies to all public-sector employers in Oregon. (ORS 659A.090(2)) (Oregon BOLI Leave Laws – 2023 Edition)}

PFMLI is generally available to district employees who have earned $1,000 in subject wages or taxable income during the alternate or base years[3], contributed to the PFMLI fund in the alternate or base years and are otherwise eligible.[4] PFMLI can be taken for family leave, medical leave or safe leave.[5]

~~Federal and state leave entitlements generally run concurrently.~~ Leave taken under OFLA is in addition to leave taken under PFMLI and cannot be taken concurrently; however, OFLA leave or PFMLI may run concurrently with leave available under ORS 653.601 - 653.661, FMLA, and other types of leave if provided by the district. Any leave taken under PFMLI must be taken concurrently with any leave taken under FMLA when for the same purpose.

The superintendent [or designee] will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 657B.010
ORS 657B.025
ORS 659A.090
ORS 659A.093
ORS 659A.096
ORS 659A.099
ORS 659A.150 - 659A.186
OAR 839-009-~~0200~~0210 - ~~0320~~0460

~~Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).~~
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654; 5 U.S.C. §§ 6381-6387 (~~2012~~2018); Family and Medical Leave Act, 29 C.F.R. Part 825 (~~2017~~2023).
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (~~2019~~2023); 28 C.F.R. Part 35 (~~2019~~2023).
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).
~~Senate Bill 999 (2023).~~
Senate Bill 1515 (2024).

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[3] The wages are not required to have been earned for work in the district.

[4] See OAR 471-070-1010 for additional information.

[5] Time to effectuate the legal process for the placement of a child in foster care or a child being adopted qualifies for PFMLI starting January 1, 2025. Until then, leave is available through OFLA. {See SB 1515 (2024) Sections 4, 13, 21 and 25.}

GCBDC/GDBDC – Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave)
October 2026 Policy Update Summary
OSBA designation: Highly Recommended
OSBA included this policy in its November 2024 group of leave-policy updates following changes to Oregon leave laws and related administrative rules. OSBA directs districts to review and adopt the policy changes and to review collective bargaining agreements for any affected benefits.

Reedsport already provides protected safe leave. The updated policy brings that existing protection up to date with Oregon law—most visibly by adding bias crimes as a protected circumstance and updating the related documentation, confidentiality, and employee-protection language.

Why OSBA Updated This Policy
Oregon law provides employees with protected **safe leave** when they or certain family members are victims of domestic violence, harassment, sexual assault, stalking, or a **bias crime**.

Reedsport's current policy already provides protected leave for domestic violence, harassment, sexual assault, and stalking. The OSBA update brings the policy into alignment with current Oregon law by adding **bias crimes** throughout the policy and updating the applicable definitions, documentation requirements, confidentiality provisions, and legal references.

This is a **state-law compliance update**, not a change in Board or superintendent authority.

What Changes for Reedsport?
1. "Bias" is added as a reason an employee may qualify for safe leave.
RSD's current policy covers employees who are victims of **domestic violence, harassment, sexual assault, or stalking**, or whose minor child or dependent is a victim.

The updated policy adds **bias** to those protections and specifically defines a **"victim of bias"** by reference to Oregon's bias-crime law.

2. The purposes for which safe leave may be used are updated to include bias crimes.
The protected reasons continue to include time needed to:

- seek legal or law-enforcement assistance;
- obtain medical treatment or recover from injuries;
- obtain counseling;
- obtain services from a victim-services provider; or
- relocate or secure an existing home for safety.

The updated policy applies these protections when the underlying circumstances involve a **bias crime** as well as domestic violence, harassment, sexual assault, or stalking.

3. Employee protections against retaliation are clarified.
The updated OSBA language clarifies that the district may not discriminate or retaliate against an employee because the employee **asks about, applies for, or takes protected safe leave.**

4. Documentation that may support a safe-leave request is updated.
The policy continues to allow the district to request appropriate certification. The updated policy recognizes documentation connected with **bias crimes** and expands the types of proceedings and service providers that may support a leave request, including certain administrative proceedings and documentation from the Department of Justice division providing victim and survivor services.

5. Confidentiality requirements are clarified.
Information concerning an employee's request for or use of safe leave remains confidential and generally may not be released without the employee's permission unless disclosure is otherwise required by law.

What Does Not Change?
The basic purpose of RSD's existing policy remains the same.

Eligible employees continue to have reasonable protected leave to address safety, medical, legal, counseling, victim-service, and relocation needs arising from qualifying circumstances.

The district may still require reasonable advance notice when feasible, may request appropriate certification, and may limit leave when the employee's absence creates an undue hardship as permitted by law.

The update does not give the superintendent additional authority. It updates the categories of employees protected and the district's responsibilities under Oregon employment law.

Legal Basis
The updated policy primarily relies on:

- **ORS 659A.270–659A.290** – Oregon's protected safe-leave requirements;
- **ORS 659A.272** – protected leave for victims of domestic violence, harassment, sexual assault, bias, or stalking;
- **ORS 147.380** – definition related to victims of bias crimes;
- **ORS 192.355(38)** – confidentiality/public-records protection for specified safe-leave information; and
- **OAR 839-009-0325–0365** – Oregon administrative rules governing this protected leave.

OSBA included this policy in its broader November 2024 leave update following **SB 1515 (2024)** and related rule changes.

What Is the Board Being Asked to Do?
Update GCBDC/GDBDC so Reedsport's safe-leave policy reflects current Oregon protections for employees affected by domestic violence, harassment, sexual assault, stalking, or bias crimes and aligns the district's procedures and terminology with current state law.

Reedsport School District

Code: GCBDC/GDBDC
Adopted: Unknown
Revised/Readopted: 6/14/23
Orig. Code: GCBDC/GDBDC

Domestic Violence, Harassment, Sexual Assault, or Stalking Leave

Definitions

1. "Covered employer" means an employer who employs six or more individuals in the state of Oregon for each working day through each of 20 or more calendar workweeks in the year in which the eligible employee takes leave to address domestic violence, harassment, sexual assault or stalking, or in the year immediately preceding the year in which an eligible employee takes leave for domestic violence, harassment, sexual assault or stalking.

2. "Eligible employee" means an employee who is a victim of domestic violence, harassment, sexual assault or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking.

3. "Protective order" means an order authorized by Oregon Revised Statute (ORS) 30.866, 107.095(1)(c), 107.700 - 107.735, 124.005 - 124.040 or 163.730 - 163.750 or any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent.

4. "Victim of domestic violence" means an individual who has been a victim of abuse as defined by ORS 107.705; or any other individual designated as a victim of domestic violence by rule adopted under ORS 659A.805.

5. "Victim of harassment" means an individual against whom harassment has been committed as described in ORS 166.065 and any other individual designated as a victim of harassment by rule adopted under ORS 659A.805.

6. "Victim of sexual assault" means an individual against whom a sexual offense has been committed as described in ORS 163.467 or 163.525; or any other individual designated as a victim of sexual assault by rule adopted under ORS 659A.805.

7. "Victim of stalking" means an individual against whom stalking has been committed as described in ORS 163.732; or an individual designated as a victim of stalking by rule adopted under ORS 695A.805; or an individual who has obtained a court's stalking protective order or a temporary court's stalking protective order under ORS 30.866.

8. "Victim services provider" means a prosecutor-based victim assistance program or a nonprofit program offering safety planning, counseling, support or advocacy related to domestic violence, harassment, sexual assault or stalking.

A district (covered employer) shall allow an (eligible) employee to take reasonable leave for any of the following reasons:

1. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking;

2. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent;

3. To obtain or assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, or stalking;

4. To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent;

5. To relocate or take steps to secure an existing home to ensure health and safety of the eligible employee or the employee's minor child or dependent.

The district may limit the amount of leave, if the employee's leave creates an undue hardship on the district.

The district shall not deny leave to an employee or discharge, threaten to discharge, demote, suspend or in any manner discriminate or retaliate against an employee with regards to promotion, compensation or other terms, conditions or privileges of employment as a result of taking such leave.

The employee shall give the district reasonable advanced notice of the employee's intent to take leave unless giving advance notice is not feasible.

The district may require the employee to provide certification that:

1. The employee or minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking; and

2. The leave is taken for one of the identified purposes in this policy.

Sufficient certification includes:

1. A copy of a report from law enforcement indicating the employee or child or dependent was a victim of domestic violence, harassment, sexual assault, or stalking.

2. A copy of a protective order or other evidence from a court, administrative agency, or attorney that the employee appeared in or was preparing for a civil, criminal or administrative proceeding related to domestic violence, harassment, sexual assault, or stalking.

3. Documentation from an attorney, law enforcement officer, health care professional, licensed mental professional or counselor, member of the clergy or a victim services provider that the employee,

employee's child or dependent was undergoing counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault, or stalking.

All records and information kept by the district regarding the employee's leave, including the request or obtaining of leave is confidential and may not be released without the express permission of the employee unless otherwise required by law. This information will be kept in a file separate from the employee's personnel file.

The employee may use accrued paid leave, including personal, sick, or accrued vacation leave. The employer may choose the order in which paid accrued leave is to be used when more than one type of paid leave is available, consistent with Board policies and/or any collective bargaining agreement.

END OF POLICY

Legal Reference(s):

ORS 192.355(38)

ORS 659A.270 - 659A.290

OSBA Model Sample Policy

Code: GCBDC/GDBDC
Adopted:

Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave) *

{Applies to employers who employ six or more employees in Oregon and meet the definition of "covered employer."}

~~Definitions~~

Moved to end of policy.

1. ~~"Covered employer" means an employer who employs 6 or more individuals in the state of Oregon for each working day through each of 20 or more calendar workweeks in the year in which the eligible employee takes leave to address domestic violence, harassment, sexual assault or stalking, or in the year immediately preceding the year in which an eligible employee takes leave for domestic violence, harassment, sexual assault or stalking.~~

2. ~~"Eligible employee" means an employee who is a victim of domestic violence, harassment, sexual assault or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking.~~

3. ~~"Protective order" means an order authorized by Oregon Revised Statute (ORS) 30.866, 107.095(1)(c), 107.700 - 107.735, 124.005 - 124.040 or 163.730 - 163.750 or any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent.~~

4. ~~"Victim of domestic violence" means an individual who has been a victim of abuse as defined by ORS 107.705; or any other individual designated as a victim of domestic violence by rule adopted under ORS 659A.805.~~

5. ~~"Victim of harassment" means an individual against whom harassment has been committed as described in ORS 166.065 and any other individual designated as a victim of harassment by rule adopted under ORS 659A.805.~~

6. ~~"Victim of sexual assault" means an individual against whom a sexual offense has been committed as described in ORS 163.467 or 163.525; or any other individual designated as a victim of sexual assault by rule adopted under ORS 659A.805.~~

~~"Victim of stalking" means an individual against whom stalking has been committed as described in ORS 163.732; or an individual designated as a victim of stalking by rule adopted under ORS 695A.805; or an individual who has obtained a court's stalking protective order or a temporary court's stalking protective order under ORS 30.866.~~

7. ~~"Victim services provider" means a prosecutor-based victim assistance program or a nonprofit program offering safety planning, counseling, support or advocacy related to domestic violence, harassment, sexual assault or stalking.~~

When applicable, the district will comply with the provisions of protected leave identified in ORS 659A.272 to address domestic violence, harassment, sexual assault, bias, or stalking.

~~A~~The district (covered employer[1]) shall allow an ~~(~~eligible~~)~~ employee[2] to take reasonable leave from employment for any of the following reasons:

1. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, bias, or stalking;

2. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to, ~~or~~ harassment or stalking of, or the commission of a bias crime against the eligible employee or the employee's minor child or dependent;

3. To obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, bias, or stalking;

4. To obtain services from a victim services provider for the eligible employee or the eligible employee's minor child or dependent; or

5. To relocate[3] or take steps to secure an existing home to ensure health and safety of the eligible employee or the employee's minor child or dependent.

The district may limit the amount of leave~~,~~ if the eligible employee's leave creates an undue hardship on the district.

The district shall not deny leave to an eligible employee or discharge, threaten to discharge, demote, suspend or in any manner discriminate or retaliate against an employee with regard~~s~~ to promotion, compensation or other terms, conditions or privileges of employment ~~as a result of taking such leave~~ because the employee makes inquiries about, applies for, or takes such leave.

The eligible employee shall give the district reasonable advanced notice of the employee's intention to take leave unless giving advance notice is not feasible.

The district may require the eligible employee to provide certification that:

1. The employee or employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, bias, or stalking; and

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[1] "Covered employer" means an employer who employs six or more individuals in the State of Oregon for each working day during each of 20 or more calendar workweeks in the year in which an eligible employee takes leave to address domestic violence, harassment, sexual assault, bias or stalking, or in the year immediately preceding the year in which an eligible employee takes leave to address domestic violence, harassment, sexual assault, bias or stalking.

[2] "Eligible employee" means an employee who is a victim of domestic violence, harassment, sexual assault, bias or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault, bias or stalking.

[3] "Relocate" is described in OAR 839-009-0345 (5).

2. The leave is taken for one of the identified purposes in this policy.

The eligible employee shall provide a certification within a reasonable time after receiving the district's request for the certification.

Sufficient certification to support a request for such leave includes:

1. A copy of a report from law enforcement indicating the eligible employee or the employee's minor child or dependent was a victim of domestic violence, harassment, sexual assault, bias, or stalking;

2. A copy of a protective order or other evidence from a court, administrative agency, or attorney that the eligible employee appeared in or ~~was~~is preparing for a civil, or criminal ~~or~~ administrative proceeding related to domestic violence, harassment, sexual assault, bias, or stalking; or

3. Documentation from an attorney, law enforcement officer, health care professional, licensed mental professional or counselor, member of the clergy, employee of the Department of Justice division providing victim and survivor services or ~~a~~ victim services provider that the eligible employee, or the employee's minor child or dependent was undergoing treatment or counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault, bias, or stalking.

All records and information kept by the district regarding the employee's leave under ORS 659A.270 - 659A.285, including the fact the employee has requested or ~~obtaining of~~ obtained such leave, ~~is~~ are confidential and may not be released without the express permission of the employee unless otherwise required by law. [This information will be kept in a file separate from the employee's personnel file.]

The employee may use any accrued paid leave, including ~~personal,~~ sick leave, ~~or accrued~~ vacation leave or any other paid leave offered by the district. [The ~~employer~~ district may choose the order in which paid accrued leave is to be used when more than one type of paid leave is available, consistent with Board policies, ~~and/or~~ any applicable collective bargaining agreement or other agreement.]

Definitions

1. "Protective order" means an order authorized by ORS 30.866, 107.095 (1)(c), 107.700 to 107.735, 124.005 to 124.040, 163.730 to 163.750 or 163.760 to 163.777 or any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent.

2. "Victim of bias" means an individual who has been a victim of a bias crime as defined in ORS 147.380; or any other individual designated as a victim of bias by rule adopted under ORS 659A.805.

3. "Victim of domestic violence" means an individual who has been a victim of abuse, as defined in ORS 107.705; or any other individual designated as a victim of domestic violence by rule adopted under ORS 659A.805.

4. "Victim of harassment" means an individual against whom harassment has been committed as described in ORS 166.065; or any other individual designated as a victim of harassment by rule adopted under ORS 659A.805.

5. "Victim of sexual assault" means an individual against whom a sexual offense has been committed as described in ORS 163.305 to 163.467, 163.472 or 163.525; or any other individual designated as a victim of sexual assault by rule adopted under ORS 659A.805.

6. "Victim of stalking" means an individual against whom stalking has been committed as described in ORS 163.732; an individual designated as a victim of stalking by rule adopted under ORS 659A.805; or an individual who has obtained a court's stalking protective order or a temporary court's stalking protective order under ORS 30.866.

7. "Victim services provider" means a prosecutor-based victim assistance program or a nonprofit program offering safety planning, counseling, support or advocacy related to domestic violence, harassment, sexual assault, bias or stalking.

END OF POLICY

Legal Reference(s):

ORS 192.355(38) ORS 659A.270 - 659A.290 OAR 839-009-0325 - 0365

GCBDD/GDBDD – Sick Time
October 2026 Policy Update Summary
OSBA designation: Highly Recommended
OSBA explains that this policy is highly recommended because **ORS 653.606 requires schools to implement a sick-time policy and provide employees notice of their sick-time policies and procedures.** OSBA also cautions districts that sick leave may be addressed in collective bargaining agreements, so policy language should not conflict with bargained benefits.

Reedsport already provides sick time. This update does not create a new benefit or give administration additional authority. It updates who qualifies, when statutory sick time may be used, what documentation may be required, and how sick time works with Paid Leave Oregon, OFLA, FMLA, and safe leave.

Why OSBA Updated This Policy
OSBA included GCBDD/GDBDD in its November 2024 update following significant changes to Oregon leave laws, including **SB 1515 (2024)** and related administrative rule changes. The policy is being updated so Oregon sick-time requirements work correctly with **Paid Leave Oregon, OFLA, FMLA, safe leave, and other protected leave.**

This is primarily a **state-law compliance and leave-coordination update**, not a change in Board or superintendent authority.

What Changes for Reedsport?
1. The definition of "employee" is updated.
RSD's current policy defines an employee largely by whether the person is paid hourly, by stipend, or salary and is subject to Oregon income-tax withholding.

OSBA updates the definition to more closely follow Oregon sick-time law: generally, an individual who provides personal services at a fixed rate when the district pays, agrees to pay, or permits the individual to perform those services. Volunteers and independent contractors remain excluded.

2. The policy clarifies when a new employee may begin using sick time.
RSD's current policy says employees begin **earning and accruing** sick time on their first day of employment.

The updated policy retains that rule but adds that employees are eligible to **use** statutory sick time beginning on the **91st calendar day of employment**, consistent with Oregon sick-time requirements.

3. Reedsport's existing 40-hour paid sick-time structure remains.
RSD currently provides eligible employees up to **40 hours of paid sick time per year**, front-loaded at the beginning of the year, with up to 40 unused hours carried into the following year.

The OSBA sample continues to provide for at least 40 hours of paid sick time for employers with 10 or more employees and recognizes both accrual and front-loading methods.

This is not an OSBA proposal to remove Reedsport's existing sick-leave benefits.

4. Reasons employees may use sick time are updated.
RSD's current policy allows sick time for an employee's or family member's illness, injury, medical care or preventive care, qualifying FMLA/OFLA purposes, and certain public-health emergencies.

The updated policy expressly coordinates sick time with:

- **FMLA;**
- **Paid Family and Medical Leave Insurance/Paid Leave Oregon (PFMLI);**
- **OFLA;**
- public-health emergencies; and
- safe leave involving **domestic violence, harassment, sexual assault, bias, or stalking.**

5. Requirements for verifying an employee's need for sick time are updated.
RSD's current policy permits the district, after three consecutive days of absence, to require proof of illness or injury, including a medical examination by a district-selected and district-paid physician.

OSBA's updated language instead refers more broadly to requiring **verification or certification in accordance with law** after the applicable period of absence.

That change better aligns the policy with Oregon's statutory restrictions on when and how an employer may require documentation.

6. Coordination with other protected leave is updated.
The revised policy recognizes that qualifying sick time may run concurrently with **FMLA, Paid Leave Oregon/PFMLI, or OFLA when permitted by the applicable leave laws.**

This works together with the changes being made to GCBDA/GDBDA: Oregon's different leave programs have separate rules governing when leave can and cannot overlap.

What Does Not Change?
The basic protections in Reedsport's existing policy remain:

- employees earn sick time beginning with employment;
- eligible employees receive paid sick time;
- unused statutory sick time may carry forward as provided by law and district practice;
- sick time may be used for qualifying health and family needs; and
- employees may not suffer an adverse employment action for lawfully using protected sick time.

This update does not increase superintendent authority. It updates employee leave protections and the district's responsibilities as an employer.

Legal Basis
The primary legal authority is Oregon's sick-time law:

- **ORS 653.601–653.661** – Oregon Sick Time;
- **ORS 653.606** – employer sick-time requirements;
- **OAR Chapter 839, Division 007** – Oregon sick-time administrative rules;
- **ORS 659A.272** – safe leave for domestic violence, harassment, sexual assault, bias, or stalking; and
- applicable **FMLA, OFLA, and Paid Leave Oregon/PFMLI** requirements when an absence qualifies under more than one leave program.

OSBA included this policy in its November 2024 leave update associated with **SB 1515 (2024)** and related rule changes.

What Is the Board Being Asked to Do?
Update GCBDD/GDBDD so Reedsport's sick-time policy reflects current Oregon sick-time requirements and properly coordinates sick time with the state's other protected leave programs.

Reedsport School District

Code: GCBDD/GDBDD
Adopted: 4/20/16
Revised/Readopted: 6/14/23
Orig. Code: GCBDD/GDBDD

Sick Time

"Employee" means an Individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district.

A district employing 10 or more employees shall allow an eligible employee to access up to 40 hours of paid sick time per year. Paid sick time of 40 hours shall be front-loaded to an employee at the beginning of each year.

The employee may carry up to 40 hours of unused sick time from one year to the subsequent year.

Sick time shall be taken in hourly increments and may be used for the employee's or a family member's[1] mental or physical illness, injury or health condition, need for medical diagnosis, care or of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Sick time may also be used in the event of a public health emergency.

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district reserves the right after three consecutive days of absence, to require proof of personal illness or injury from an employee, including a medical examination by a physician chosen and paid for by the district. An employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA/OFLA leave, the sick time and the FMLA/OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district may require the employee to provide advance notice of their intention to use sick time within 10 days of the requested sick time, or as soon as practicable. When the employee uses sick time for a foreseeable absence, the employee shall take

[1] "Family member" is defined by the Oregon Family Leave Act (OFLA).

reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, inservice training, mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district at least 24 hours in advance, or as soon as practicable.

The district shall establish a standard process to track the eligibility for sick time of a substitute.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545
ORS 342.610
ORS 653.601 to -653.661
ORS 659A.150 to -659A.186

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2012); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Cross Reference(s):

ACA - Americans with Disabilities Act
GBDA - Expression of Milk or Breast-feeding in the Workplace
GCBDA/GDBDA - Family Medical Leave
GCBD/GDBD - Personal Illness and Injury Leave

OSBA Model Sample Policy

Code: GCBDD/GDBDD
Adopted:

Sick Time *

{The recommendation for highly recommended comes from the requirement for schools to implement a sick time policy (ORS 653.606) and provide notice to employees of sick time policies and procedures. Many districts bargain aspects of this leave; policy language should not conflict with language in collective bargaining agreements.}

"Employee" means an individual who ~~is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221~~renders personal services at a fixed rate to the district if the district either pays or agrees to pay for personal services or permits the individuvial to perform personal services. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district and are eligible to use sick time beginning on the 91st calendar day of employment with the district and may use sick time as it is accrued.

[~~A~~The district employ~~ings~~s {[1]}10 or more employees and therefore shall allow an eligible employee to access up to 40 hours of paid sick time per year. [Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.] [Paid sick time of 40 hours shall be {[2]}front-loaded to an employee at the beginning of each year.]]

OR

[The district employs {[3]}10 or more employees and has established and invokes the "undue hardship" exception of ORS 653.621 (1)(b); therefore, 56 hours of paid sick time shall be {[4]}front-loaded to an eligible employees at the beginning of each year.]

OR

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[1] {If the district is located in a city with a population exceeding 500,000, the threshold is whether the district employs at least six employees working anywhere in this state.}

[2] {For employees employed by an employer for less than a full year, "front-load" means to assign and make available to an employee as soon as the employee becomes eligible to use sick time a number of hours of sick time that is the pro rata percentage of the hours the employee would be entitled to for an entire year based on the number of hours the employee was actually employed by the employer for the year. ORS 653.601(5)(b)}

[3] {If the district is located in a city with a population exceeding 500,000, the threshold is whether the district employs at least six employees working anywhere in this state.}

[4] {For employees employed by an employer for less than a full year, "front-load" means to assign and make available to an employee as soon as the employee becomes eligible to use sick time a number of hours of sick time that is the pro rata percentage of the hours the employee would be entitled to for an entire year based on the number of hours the employee was actually employed by the employer for the year. ORS 653.601(5)(b)}

[~~A~~The district employ~~ing~~s ~~less~~ fewer than 10 employees and therefore shall provide access for an eligible employee of at least 40 hours of unpaid sick time or unpaid time off. [Unpaid sick time or time off shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.] [Unpaid sick time or time off shall be [5] front-loaded to an employee at the beginning of each year.]]

The employee may carry up to 40 hours of unused sick time from one year to the subsequent year. [[6] ~~An employee is limited to [accruing no more than 80 hours of sick time] [and] [using no more than 40 hours of sick time in a year].~~]

[Sick time shall be taken [in hourly increments] [[7] ~~Sick time shall be taken in minimum increments of more than [one] hour[s] not to exceed four hours]~~ [Sick time may be used in increments of ~~less than one hour~~] and may be used for the employee's or a family member's[8] mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with ~~the~~ qualifying Family Medical Leave ~~Act~~ (FMLA), Paid Family and Medical Leave Insurance (PFMLI) or Oregon Family Leave (OFLA). Sick time may also be used in the event of a public health emergency or for leave to address domestic violence, harassment, sexual assault, bias, or stalking under ORS 659A.272. [When sick time is used to care for, or to deal with the death of, an individual related by blood or affinity whose close association with the district employee is the equivalent of a family relationship, the district requires an attestation form signed and submitted by the employee.]

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district reserves the right, [after an employee uses sick time for more than [three] consecutive scheduled workdays ~~of absence~~], to require ~~proof of personal illness or injury from an employee~~ verification or certification in accordance with law of the need for the sick time, including a medical ~~examination by a physician chosen and~~ paid for by the district. ~~An~~ If an employee ~~refusing to submit to such an examination~~ fails to provide verification or certification or fails to provide other evidence as required by the district, the employee shall be subject to appropriate disciplinary action, up to and including dismissal.

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[5] {For employees employed by an employer for less than a full year, "front-load" means to assign and make available to an employee as soon as the employee becomes eligible to use sick time a number of hours of sick time that is the pro rata percentage of the hours the employee would be entitled to for an entire year based on the number of hours the employee was actually employed by the employer for the year. ORS 653.601(5)(b)}

[6] {If the district chooses to limit the accrual or usage, the district must choose language in the bracketed sentence and keep this sentence in policy. The application of these limits need not be applied to employers with less than 10 employees and who front-load at least 40 hours of unpaid sick time or unpaid time off at the beginning of each year used to calculate the accrual and usage of sick time or time off. (ORS 653.606 (1)(d))}

[7] {This bracketed option only applies if the public charter school claims "undue hardship" (as is defined in OAR 839-007-0000(7)) and front-loads 56 hours of paid sick time per year. The school may require the employee to use paid sick time in increments of more than one hour; however in the case of front-loading 56 hours of paid sick time, the school cannot require an employee to use sick time in increments that exceed four hours, however the employee may choose to do so. OAR 839-007-0025}

[8] "Family member" is defined ~~by the Oregon Family Leave Act (OFLA)~~ in OAR 839-007-0000.

When the reason for sick time is consistent with FMLA~~/~~, PFMLI or OFLA leave, ~~the~~ sick time leave and ~~the~~ qualifying FMLA~~/~~, PFMLI or OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, ~~the~~ sick time leave and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district ~~may~~ requires ~~the~~ an employee to provide advance notice of ~~their~~ the intention to use sick time ~~within [~~[9]10~~]~~ days ~~of~~ prior to when the requested sick time is to begin~~,~~ or as soon as ~~p~~otherwise practicable. When ~~the~~ an employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, inservice training, mandatory meetings). ~~[The district may discipline an employee if the employee fails to make a reasonable effort to schedule leave in a manner that does not unduly disrupt the operations of the district.]~~

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district ~~[consistent with the reporting time established by the district or]~~ [at least 24 hours in advance ~~or~~] ~~[before the start of the employee's shift]~~, or when circumstances prevent the employee from providing notice as required, as soon as practicable.

[The district may discipline an employee for violating workplace policies and procedures if the employee fails to provide notice as required.]

The district shall establish a standard process to track the eligibility for sick time of a substitute.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545
ORS 342.610
ORS 653.601 - 653.661
ORS 659A.150 - 659A.186
OAR 839-007-0020 - 0065

Americans with Disabilities Act ~~of 1990~~/Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (~~2016~~2023); 28 C.F.R. Part 35 (~~2016~~2023).
Family and Medical Leave Act ~~of 1993~~, 29 U.S.C. §§ 2601-2654 (~~2012~~2018); Family and Medical Leave Act ~~of 1993~~, 29 C.F.R. Part 825 (~~2016~~2023).
~~Americans with Disabilities Act Amendments Act of 2008.~~

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[9] {ORS 653.621(3): "…not to exceed 10 days"}

GCBDF/GDBDF – Paid Family and Medical Leave Insurance
October 2026 Policy Update Summary
OSBA designation: Highly Recommended – Version 1
OSBA included GCBDF/GDBDF in its November 2024 group of leave-policy updates following significant changes to Oregon leave law, particularly **SB 1515 (2024)** and related administrative rule changes. This version is intended for districts participating in the state **Paid Leave Oregon** program.

Reedsport already participates in Paid Leave Oregon. The Legislature changed how the state program works with other protected leave. Most importantly, Paid Leave Oregon and OFLA can no longer be counted against an employee at the same time. The policy update brings Reedsport's existing policy into alignment with those changes.

Why OSBA Updated This Policy
Reedsport already has a Paid Leave Oregon policy. The primary reason for this update is that Oregon changed how **Paid Leave Oregon/Paid Family and Medical Leave Insurance (PFMLI)** interacts with the **Oregon Family Leave Act (OFLA)** and expanded some circumstances covered by Paid Leave Oregon.

OSBA identifies the biggest overall leave-law change as this: **OFLA and Paid Leave Oregon previously ran concurrently in many situations; under the revised law, they cannot be taken concurrently.**

This is a **state-law compliance update**, not a change in Board or superintendent authority.

What Changes for Reedsport?
1. The policy updates how Paid Leave Oregon and OFLA work together.
RSD's current policy says family or medical leave under Paid Leave Oregon must run concurrently with qualifying OFLA or federal FMLA leave.

Oregon law changed that relationship. The updated OSBA policy now states that **Paid Leave Oregon is in addition to, and may not be taken concurrently with, OFLA leave.**

This is the most important substantive change.
2. Paid Leave Oregon still coordinates with federal FMLA.
Although Paid Leave Oregon and OFLA no longer run concurrently, Paid Leave Oregon may still run concurrently with **federal FMLA when the employee's absence qualifies under both programs**. This change is coordinated with the revisions to GCBDA/GDBDA – Family and Medical Leave.

3. Family leave is expanded to include the legal process for foster placement or adoption.
The updated policy adds leave needed to complete the **legal process required for placement of a foster child or adoption of a child**. OSBA notes that this provision became effective **January 1, 2025**, as a result of SB 1515 (2024).

4. The policy updates and clarifies Paid Leave Oregon terminology and eligibility.
The policy continues to provide Paid Leave Oregon for three general purposes:

- **Family leave**
- **Medical leave**
- **Safe leave**

Safe leave includes qualifying circumstances involving domestic violence, harassment, sexual assault, **bias**, stalking, and certain health-and-safety relocation needs.

Eligibility continues to include requirements such as earning at least **$1,000 during the applicable base or alternate base year**, contributing to the program as required, experiencing a qualifying event, and applying through the Oregon Employment Department.

5. The district does not decide whether an employee qualifies for Paid Leave Oregon benefits.
The updated policy continues to make an important distinction: Reedsport participates in the state program and submits required employer and employee contributions, but **the district does not administer Paid Leave Oregon**. Applications and benefit questions are handled through the **Oregon Employment Department**.

What Does Not Change?
Reedsport already participates in Paid Leave Oregon, so this update does **not** create a new district leave program.

Employees may continue to receive up to **12 weeks of Paid Leave Oregon benefits per benefit year**, with up to two additional weeks available in certain pregnancy-related circumstances.

The district also continues maintaining an employee's existing health benefits while the employee uses qualifying leave, with the employee responsible for the employee portion of applicable premiums.

This update does not expand superintendent authority. Paid Leave Oregon is a state-administered benefit, and the changes reflect requirements established by Oregon law.

Legal Basis
The primary authorities identified in OSBA's updated policy are:

- **ORS Chapter 657B** – Oregon's Paid Family and Medical Leave Insurance program;
- **ORS 659A.162** – Oregon Family Leave provisions;
- **OAR Chapter 471, Division 070** – Paid Leave Oregon administrative rules; and
- **Senate Bill 1515 (2024)** – changes to Oregon's leave laws, including coordination between Paid Leave Oregon and OFLA.

OSBA's November 2024 Policy Update specifically directs districts to review and adopt the changes to their leave policies and review applicable collective bargaining agreements for any affected bargained benefits.

What Is the Board Being Asked to Do?
Update GCBDF/GDBDF so Reedsport's Paid Leave Oregon policy reflects changes made to Oregon leave law, particularly the new relationship between Paid Leave Oregon and OFLA and the expansion of qualifying family leave.

Reedsport School District

Code: GCBDF/GDBDF
Adopted: 6/14/23

Paid Family Medical Leave Insurance

The district participates in Paid Family and Medical Leave Insurance (PFMLI) and Paid Leave Oregon (PLO)[1]. This includes submitting employee and employer contributions to the Employment Department ("Department") as required by state law.[2] The district does not administer PFMLI or PLO. All applications and questions should be directed to the Department.

Definitions

1. "Family leave" means leave from work taken by a covered individual:

    a. To care for and bond with a child during the first year after the child's birth or during the first year after the placement of the child through foster care or adoption; or
    b. To care for a family member with a serious health condition.

2. "Family leave" does not mean:

    a. Leave described in Oregon Revised Statute (ORS) 659A.159 (1)(d) (non-serious health condition of child or school or child care provider closure due to public health emergency);
    b. Leave described in ORS 659A.159 (1)(e) (death of a family member); or
    c. Leave authorized under ORS 659A.093 (leave for spouses of members of the military upon deployment or call to active duty).

3. "Family member" means:

    a. The spouse of a covered individual;
    b. A child of a covered individual or the child's spouse or domestic partner;
    c. A parent of a covered individual or the parent's spouse or domestic partner;
    d. A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
    e. A grandparent of a covered individual or the grandparent's spouse or domestic partner;
    f. A grandchild of a covered individual or the grandchild's spouse or domestic partner;
    g. The domestic partner of a covered individual; or
    h. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

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[1] Paid Leave Oregon is the program developed by the Oregon Department of Employment to administer Paid Family and Medical Leave Insurance.

[2] The overall contribution will be determined by the Department director, and is initially set at 1 percent (up to $132,900). The employer contribution is 40 percent and the employee contribution is 60 percent of this amount. The amount will be set annually by November 15. See ORS 657B.150.

4. "Medical leave" means leave from work taken by a covered individual that is made necessary by the individual's own serious health condition.

5. "Safe leave" means related to domestic violence, harassment, sexual assault, stalking and relocation for health and safety reasons as provided in ORS 659A.272.

6. "Serious health condition" means an illness, injury, impairment, or physical or mental condition of a claimant or their family member that:

   a. Requires inpatient care in a medical care facility such as, but not limited to, a hospital, hospice, or residential facility such as, but not limited to, a nursing home or inpatient substance abuse treatment center;
   b. In the medical judgment of the treating health care provider poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;
   c. Requires constant or continuing care, including home care administered by a health care professional;
   d. Involves a period of incapacity. "Incapacity" is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days. A period of incapacity includes any subsequent required treatment or recovery period relating to the same condition. The incapacity must involve one of the following:

      (1) Two or more treatments by a health care provider; or
      (2) One treatment plus a regimen of continuing care.

   e. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as, but not limited to, asthma, diabetes, or epilepsy;
   f. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as, but not limited to, Alzheimer's Disease, a severe stroke, or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;
   g. Involves multiple treatments for restorative surgery or for a condition such as, but not limited to, chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three calendar days;
   h. Involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care; or
   i. Involves any period of absence from work for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.

Eligibility

1. To be eligible for PLO benefits, an individual must:

   a. Be an employee of the district[3];

[3] PFMLI is a state-wide benefit, and not unique to the district. An eligible individual does not need to be an employee of the district in order to be eligible for PFMLI, but this policy only applies to employees of the district.

b. Earn at least $1,000 in the base or alternate base year[4];
c. Contribute to the PLO in accordance with state law;
d. Experience an event qualifying the employee for:

(1) Family leave;
(2) Medical leave; or
(3) Safe leave.

e. Submit an application to Department;
f. Have not exceeded maximum paid leave for the year; and
g. Have no current disqualifications[5].

Leave

PLO can be used for family leave, medical leave or safe leave. Up to 12 weeks of paid leave can be taken per benefit year.[6] Leave can be taken in one-day increments and can be consecutive or nonconsecutive.

Any family leave or medical leave taken under PLO must be taken concurrently with any leave taken by an eligible employee under ORS 659A.150 - 659A.186 (OFLA) or under the federal Family and Medical Leave Act of 1993 (P.L. 103-3, FMLA) for the same purposes.

The district will maintain an employee's existing health benefits while the employee is using leave. The employee will be required to pay the employee's contribution to premiums.

END OF POLICY

Legal Reference(s):

ORS 657B OAR 471-070

[4] Pay could come from another Oregon employer.

[5] Disqualifications may include eligibility for Workers' Compensation or Unemployment or determination of a willful false statement or failure to report a material fact in order to obtain benefits. See OAR 471-070-1010(1)(h).

[6] In some pregnancy-related situations, employees may be able to take two additional weeks, for a total for 14 weeks.

OSBA Model Sample Policy

Code: GCBDF/GDBDF
Adopted:

Paid Family and Medical Leave Insurance *

(Version 1)

{This version is designed for districts who are participating in Paid Leave Oregon. If the district is using an approved equivalent plan, the district should not adopt this version or use the accompanying administrative regulation: this includes simply replacing "the Department" with the entity administering an equivalent plan. If the district is using an equivalent plan, the district should work with the provider to communicate with staff. Many districts are bargaining aspects of this leave: policy language should not conflict with language in collective bargaining agreements.}

The district participates in Paid Family and Medical Leave Insurance (PFMLI) and Paid Leave Oregon ~~(PLO)~~[1]. This includes submitting employee and employer contributions to the Oregon Employment Department ("Department") as required by state law.[2] The district does not administer PFMLI or ~~PLO~~Paid Leave Oregon. All applications and related questions should be directed to the Department.

Definitions

1. "Family leave" means leave from work taken by a covered individual:
   a. To care for and bond with a child during the first year after the child's birth or during the first year after the placement of the child through foster care or adoption; or
   b. [3]To effectuate the legal process required for placement of a foster child or the adoption of a child; or
   c. To care for a family member with a serious health condition.
2. "Family leave" does not mean:
   a. Leave described in Oregon Revised Statute (ORS) 659A.159(1)(~~d~~a) ~~(non-serious health condition of child or school or child care provider closure due to public health emergency)~~ (i.e., care for a child who is suffering from an illness, injury or condition that requires home care or who requires home care due to closure of the child's school or child care provider as a result of a public health emergency) except for leave to care for a child who requires home care due to an illness, injury or condition that is a serious health condition;
   b. Leave described in ORS 659A.159(1)(~~e~~b) (death of a family member); or
   c. Leave authorized under ORS 659A.093 (leave for spouses of members of the military upon deployment or call to active duty).

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[1] Paid Leave Oregon is the program developed by the Oregon Employment Department to administer Paid Family and Medical Leave Insurance.

[2] The overall contribution will be determined by the Department director, and is initially set at 1 percent (up to $132,900). [*{For districts with 25 or more employees:}* The employer contribution is 40 percent and the employee contribution is 60 percent of this amount.] [*{For districts with fewer than 25 employees:}* The employee contribution is 60 percent of this amount and the employer contribution is waived.] The amount will be set annually by November 15. See ORS 657B.150. *{Districts may agree to pay the employee contribution, see any applicable employment agreements.}*

[3] This provision becomes effective on January 1, 2025.

3. "Family member" means:

   a. The spouse of a covered individual;
   b. A child ~~of a covered individual~~ or the child's spouse or domestic partner;
   c. A parent ~~of a covered individual~~ or the parent's spouse or domestic partner;
   d. A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
   e. A grandparent of a covered individual or the grandparent's spouse or domestic partner;
   f. A grandchild of a covered individual or the grandchild's spouse or domestic partner;
   g. The domestic partner of a covered individual; or
   h. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

4. "Medical leave" means leave from work taken by a covered individual that is made necessary by the individual's own serious health condition.

5. "Safe leave" means leave related to domestic violence, harassment, sexual assault, bias, or stalking and relocation for health and safety reasons as provided in ORS 659A.272.

~~6. "Serious health condition" means an illness, injury, impairment, or physical or mental condition of a claimant or their family member that:~~

~~. Requires inpatient care in a medical care facility such as, but not limited to, a hospital, hospice, or residential facility such as, but not limited to, a nursing home or inpatient substance abuse treatment center;~~
~~. In the medical judgment of the treating health care provider poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;~~
~~. Requires constant or continuing care, including home care administered by a health care professional;~~
~~. Involves a period of incapacity. "Incapacity" is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days. A period of incapacity includes any subsequent required treatment or recovery period relating to the same condition. The incapacity must involve one of the following:~~

~~(0) Two or more treatments by a health care provider; or~~
~~(0) One treatment plus a regimen of continuing care.~~

~~. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as, but not limited to, asthma, diabetes, or epilepsy;~~
~~. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as, but not limited to, Alzheimer's Disease, a severe stroke, or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;~~
~~. Involves multiple treatments for restorative surgery or for a condition such as, but not limited to, chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three calendar days;~~

- ~~Involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care; or~~
- ~~Involves any period of absence from work for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.~~

~~18.~~6. "Serious health condition" means:

a. An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility;
b. An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
c. Any period of disability due to pregnancy, or period of absence for prenatal care; or
d. Any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

Eligibility

1. To be eligible for ~~PLO~~ Paid Leave Oregon benefits, an individual must:

   a. Be an employee of the district[4];
   b. Earn at least $1,000 in the base or alternate base year[5];
   c. Contribute to ~~the PLO~~ Paid Leave Oregon in accordance with state law;
   d. Experience an event qualifying the employee for:

      (1) Family leave;
      (2) Medical leave; or
      (3) Safe leave.

   e. Submit an application to Department;
   f. Have not exceeded maximum paid leave ~~for~~ in the active benefit year; and
   g. Have no current disqualifications[6].

Leave

~~PLO~~ Paid Leave Oregon can be used for family leave, medical leave or safe leave. Up to 12 weeks of paid leave can be taken per benefit year.[7] Leave can be taken in one-day increments and can be consecutive or nonconsecutive.

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[4] PFMLI is a state-wide benefit, and not unique to the district. An eligible individual does not need to be an employee of the district in order to be eligible for PFMLI, but this policy only applies to employees of the district.

[5] Pay could come from another Oregon employer.

[6] Disqualifications may include eligibility for Workers' Compensation or Unemployment or determination of a willful false statement or failure to report a material fact in order to obtain benefits. See OAR 471-070-1010(1)(h).

[7] In some pregnancy-related situations (e.g., pregnancy, childbirth, or a related medical condition), employees may be able to take two additional weeks, for a total for 14 weeks per benefit year.

Any family leave or medical leave taken under ~~PLO~~ Paid Leave Oregon must be taken concurrently with any leave taken by an eligible employee ~~under ORS 659A.150 - 659A.186 (OFLA) or~~ under the federal Family and Medical Leave Act of 1993 (P.L. 103-3, FMLA) for the same purposes. Leave taken under Paid Leave Oregon is in addition to, and may not be taken concurrently with, any leave taken pursuant to ORS 659A.150 - 659A.186 (Oregon Family Leave Act (OFLA)).

The district will maintain an employee's existing health benefits while the employee is using leave. The employee will be required to pay the employee's contribution to premiums.

END OF POLICY

Legal Reference(s):

ORS 657B

ORS 659A.162

OAR 471-070

Senate Bill 1515 (2024).

JECA – Admission of Resident Students
October 2026 Policy Update Summary
OSBA designation: Highly Recommended
OSBA included JECA in its November 2024 Policy Update as part of changes associated with Oregon's graduation requirements. OSBA specifically states that the changes to JECA are **primarily the replacement of "alternative certificate" with "certificate of attendance."**

This is primarily a terminology update required by a change in Oregon law. Senate Bill 992 replaced "alternative certificate" with "certificate of attendance." The underlying rules about which resident students may attend Reedsport schools remain substantially unchanged.

Why OSBA Updated This Policy
Senate Bill 992 (2023) changed Oregon law by replacing the term **"alternative certificate"** with **"certificate of attendance."**

Because JECA addresses when resident students—including students receiving special education services—remain eligible to attend school, the terminology in this policy needs to match Oregon's current diploma and certificate terminology.

This is primarily a **state-law terminology and compliance update**, not a change in Board or superintendent authority.

What Changes for Reedsport?
1. "Alternative certificate" becomes "certificate of attendance."
RSD's current JECA says that an otherwise eligible student receiving special education services who has not yet reached age 21 may continue to attend if the student has not received a regular high school diploma or has received a:

- modified diploma;
- extended diploma; or
- **alternative certificate.**

The updated OSBA policy changes the last term to:
"certificate of attendance."

This is the primary substantive reason OSBA identified for updating JECA.

2. References to the "Board" are changed to the "district" in certain admission decisions.
The OSBA sample changes several references from **"Board"** to **"district"** when addressing students who become residents while under expulsion from another district.

For example, RSD's current policy says:
"The **Board** may, based on district criteria, deny regular school admission..."
The OSBA update changes that to:
"The **district** may, based on district criteria, deny regular school admission..."

The same terminology change appears in provisions involving weapons-related expulsions and alternative programs.

This is an **OSBA wording/administrative clarification**. The underlying admission rules remain substantially the same.

3. Legal references are updated.
OSBA updates the policy's statutory references, including the Oregon statutes governing resident students and school attendance.

What Does Not Change?
The basic rules governing admission of resident students remain substantially unchanged.
The policy continues to address:

- tuition-free attendance for resident students ages 5–19;
- continued eligibility when a student turns 19 during the school year;
- certain students under age 21 who need additional education;
- continued eligibility for qualifying students receiving special education services;
- students in substitute-care placements;
- residency protections for military children; and
- students who become residents while under expulsion from another district.
-

There is **no significant expansion of superintendent authority** in this update.

Legal Basis
The primary change identified by OSBA comes from:

- **Senate Bill 992 (2023)** – replaced Oregon's "alternative certificate" terminology with **"certificate of attendance."**

JECA also references Oregon laws governing student residency and admission, including:

- **ORS 327.006**
- **ORS 339.115**
- **ORS 339.133**
- **ORS 339.134**
- **ORS 339.139**

OSBA's November 2024 update specifically identifies JECA as affected by the graduation-law changes and says its revisions are **primarily the terminology change from "alternative certificate" to "certificate of attendance."**

What Is the Board Being Asked to Do?
Update JECA so Reedsport's resident-student admission policy uses Oregon's current terminology and aligns with OSBA's updated model policy.

Reedsport School District

Code: JECA
Adopted: 10/18/00
Revised/Readopted: 10/11/23
Orig. Code(s): JECA

Admission of Resident Students**

Resident students may be admitted under the following conditions:

1. A school-age student who lives within the district attendance area between the ages of 5 and 19 shall be allowed to attend school without paying tuition.

2. A student who turns 19 years of age during the school year shall continue to be eligible for a free and appropriate public education for the remainder of the school year.

3. The Board may admit an otherwise eligible student who is not receiving special education and who has not yet attained 21 years of age prior to the beginning of the current school year if the student is shown to be in need of additional education in order to receive a diploma or a modified diploma. This student may attend school without paying tuition for the remainder of the school year.

4. The Board shall admit an otherwise eligible student who has not yet attained age 21 prior to the beginning of the current school year if the student is receiving special education services and:

   a. Has not yet received a regular high school diploma; or
   b. Has received a modified diploma, an extended diploma or an alternative certificate.

5. ''Students whose parent or guardian voluntarily placed the child outside the child's home with a public or private agency and who is living in a licensed, certified or approved substitute care program, and whose residency is established pursuant to Oregon Revised Statute (ORS) 339.134.

6. Students who are military children[1] are considered resident of the district, if the district is the district of military residence[2] for the military child. Parents of military students must provide proof of residency within 10 days after the date of military transfer or pending transfer indicated on the official military order.

7. The Board may, based on district criteria, deny regular school admission to a student who has become a resident student and who is under expulsion from another district for reasons other than a weapons policy violation.

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

[2] "School district of military residence" means the school district in which 1) the family of a military child intends to reside as the result of a military transfer; or 2) if the school district in which the family intends to reside is unknown, the school district in which the military installation identified in the official military order is located.

8. The Board shall deny, for at least one calendar year from the date of the expulsion, regular school admission to a student who has become a resident student and who is under expulsion from another district for a weapons policy violation.

9. The Board may, based on district criteria, provide alternative programs of instruction to a student expelled for a weapons policy violation.

END OF POLICY

Legal Reference(s):

ORS 109.056
ORS 327.006
ORS 339.115
ORS 339.133
ORS 339.134
ORS 433.267
Senate Bill 802 (2019)
Senate Bill 905 (2019)

OSBA Model Sample Policy

Code: JECA
Adopted:

Admission of Resident Students**

Resident students may be admitted under the following conditions:

1. A school-age student who lives within the district attendance area between the ages of 5 and 19 shall be allowed to attend school without paying tuition.

2. A student who turns 19 years of age during the school year shall continue to be eligible for a free and appropriate public education for the remainder of the school year.

3. The Board may admit an otherwise eligible student who is not receiving special education and who has not yet attained 21 years of age prior to the beginning of the current school year if the student is shown to be in need of additional education in order to receive a diploma or a modified diploma. This student may attend school without paying tuition for the remainder of the school year.

4. The Board shall admit an otherwise eligible student who has not yet attained age 21 prior to the beginning of the current school year if the student is receiving special education services and:

   a. Has not yet received a regular high school diploma; or
   b. Has received a modified diploma, an extended diploma or a~~n alternative~~ certificate of attendance.

5. Students whose parent or guardian voluntarily placed the child outside the child's home with a public or private agency and who is living in a licensed, certified or approved substitute care program, and whose residency is established pursuant to Oregon Revised Statute (ORS) 339.134.

6. Students who are military children[1] are considered resident of the district, if the district is the district of military residence[2] for the military child. Parents of military students must provide proof of residency within 10 days after the date of military transfer or pending transfer indicated on the official military order.

7. The ~~Board~~district [~~will~~] [~~will not~~] [may, based on district criteria,] deny regular school admission to a student who has become a resident student and who is under expulsion from another district for reasons other than a weapons policy violation.

---

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

[2] "School district of military residence" means the school district in which 1) the family of a military child intends to reside as the result of a military transfer; or 2) if the school district in which the family intends to reside is unknown, the school district in which the military installation identified in the official military order is located.

8. The ~~Board~~district shall deny, for at least one calendar year from the date of the expulsion, regular school admission to a student who has become a resident student and who is under expulsion from another district for a weapons policy violation.

9. The ~~Board~~district ~~[will]~~ [~~will not~~] [may, based on district criteria,] provide alternative programs of instruction to a student ~~expelled~~who has become a resident student and who is under expulsion from another district for a weapons policy violation.

END OF POLICY

Legal Reference(s):

ORS 109.056
ORS 327.006
ORS 339.115
ORS 339.133
ORS 339.134
ORS 339.139
ORS 433.26

JHCD/JHCDA & JHCD/JHCDA-AR → JHCD & JHCD-AR – Medications
October 2026 Policy Update Summary
OSBA designation:
JHCD/JHCDA – Delete
JHCD/JHCDA-AR – Delete
JHCD – Required, New
JHCD-AR – Required, New
OSBA's November 2024 update replaces the former combined JHCD/JHCDA policy and AR with a newly organized **JHCD policy and JHCD-AR**. OSBA directs districts to review and adopt both because Oregon law and administrative rules governing medication administration in schools changed substantially.

OSBA is not recommending that Reedsport eliminate its medication policy or procedures. Oregon's school-medication laws changed significantly, so OSBA replaced the older combined JHCD/JHCDA structure with a new required JHCD policy and required JHCD-AR. The updated documents retain Reedsport's existing medication framework while adding and clarifying current requirements for staff training, nursing delegation, injectable medications, emergency medications, and response to opioid overdose.

Why OSBA Updated These Policies
OSBA describes the changes as **"quite extensive."** They resulted from several changes in Oregon law and administrative rules, including:

- **HB 2002 (2023);**
- **HB 2395 (2023);**
- **SB 1552 (2024);**
- changes to **ORS 339.866–339.871**; and
- changes to **OAR 581-021-0037**, including rules addressing short-acting opioid antagonists used in response to an opioid overdose.

This is a **state-law and administrative-rule compliance update**, not a change in Board or superintendent authority.

What Changes for Reedsport?
1. The existing combined policy and AR are replaced with a newly organized JHCD and JHCD-AR.
This is not the elimination of Reedsport's medication rules. OSBA is replacing the older **JHCD/JHCDA structure** with updated **JHCD – Medications** and **JHCD-AR – Medications**.

The new JHCD policy expressly states that a medication policy is **required by ORS 339.866(2).**
The new JHCD-AR is also identified by OSBA as a **required administrative regulation under ORS 339.866(2).**

2. Rules for injectable medications and nursing delegation are clarified.
The updated policy expressly recognizes that medications, **including injectable medications**, may be administered by designated district personnel as part of a formal delegation by a registered nurse.

The new AR provides more detailed requirements for designated staff, access to a school nurse, annual training, and documentation of completed training.

3. Training requirements for employees who administer medication are updated.
Designated employees must receive annual training consistent with Oregon law and ODE's Medication Administration Training. Specialized training is required for employees administering **epinephrine, glucagon, and medication for adrenal insufficiency**. The updated AR also explains when training must occur in person and when online training may be used.

4. Opioid-overdose medication requirements are substantially updated.
This is one of the most visible changes.
The new documents use the broader term **"short-acting opioid antagonist"** and address administration of these medications when a student or other individual appears to be experiencing an opioid overdose.

Where the district provides for administration of a short-acting opioid antagonist, the updated AR addresses:

- who may administer it;
- emergency administration;
- parent/guardian notification after administration to a minor student; and
- information that must be provided to parents about short-acting opioid antagonists and their availability in district schools.

5. Definitions and medication procedures are brought into alignment with current Oregon law.
The new AR updates or clarifies definitions for medication, prescription and nonprescription medication, prescribers, opioid overdose, short-acting opioid antagonists, adrenal insufficiency, severe allergies, asthma, designated personnel, and nursing delegation.

It also provides detailed procedures governing administration, self-administration, emergency medications, storage, monitoring, recordkeeping, disposal, and emergency response.

What Does Not Change?
The fundamental purpose of Reedsport's medication policy remains the same.

Students may continue to receive necessary prescription and nonprescription medications at school through properly designated personnel, and qualifying students may self-administer medication when the required conditions are met.

RSD's current AR already addresses medication administration, epinephrine, naloxone, adrenal insufficiency, employee training, student self-administration, medication storage, emergency response, and disposal.

The OSBA update **modernizes and expands those existing procedures to reflect changes in Oregon law; it does not create an entirely new medication program.**

Legal Basis
The primary authorities identified by OSBA include:

- **ORS 339.866–339.871** – administration of medication in schools;
- **ORS 433.800–433.830** – adrenal insufficiency;
- **ORS 689.800** – short-acting opioid antagonists;
- **OAR 581-021-0037** – administration of medication to students;
- **OAR 333-055-0000–0035** – emergency medication requirements;
- **OAR Chapter 851** – Oregon Nurse Practice Act/delegation requirements;
- **HB 2002 (2023);**
- **HB 2395 (2023); and**
- **SB 1552 (2024).**

What Is the Board Being Asked to Do?
Replace the existing JHCD/JHCDA policy and JHCD/JHCDA-AR with the newly organized JHCD policy and JHCD-AR so Reedsport's medication requirements align with current Oregon law and administrative rules.

Current RSD
Delete

Reedsport School District

Code: JHCD/JHCDA
Adopted: 11/08/23
Orig. Code(s): JHCD; JHCDA

Medications**

The district recognizes that administering a medication to a student and/or permitting a student to administer a medication to them self, may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of a student who requires regular doses or injections of a medication as a result of experiencing a life-threatening allergic reaction or adrenal crisis[1], or a need to manage hypoglycemia, asthma or diabetes. Accordingly, the district may administer or a student may be permitted to administer to them self prescription (injectable and noninjectable) and/or nonprescription (noninjectable) medication at school.

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

Current first-aid and CPR cards are strongly encouraged for designated personnel.

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

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

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

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

district to administer or allow a student to self-administer prescription medication shall include a signed prescription and treatment plan from a prescriber[2].

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

A written request and permission form signed by a student's parent or guardian, unless the student is allowed to access medical care without parental consent under state law[3], is required and will be kept on file.

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

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

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

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

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

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

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

A school administrator, school nurse, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student's self-

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

[3] Subject to ORS 109.610, 109.640 and 109.675.

administration of medication, as described in Oregon Revised Statute (ORS) 339.866, if that person in good faith and pursuant to state law, assisted the student in self-administration of the medication.

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

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

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

END OF POLICY

Legal Reference(s):

ORS 109.610
ORS 109.640
ORS 109.675
ORS 332.107
ORS 339.866 - 339.871
ORS 433.800 - 433.830
ORS 475.005 - 475.285

OAR 166-400-0010(17)
OAR 166-400-0060(29)
OAR 333-055-0000 -055-0115
OAR 581-021-0037
OAR 581-022-2220
OAR 851-047-0030
OAR 851-047-0040

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

OSBA Model Sample Policy

Code: JHCD/JHCDA
Adopted:

Medications**/*

(This policy is recommended for deletion.)

The district recognizes that administering a medication to a student and/or permitting a student to administer a medication to them self, may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of a student who requires regular doses or injections of a medication as a result of experiencing a life-threatening allergic reaction or adrenal crisis[1], or a need to manage hypoglycemia, asthma or diabetes. Accordingly, the district may administer or a student may be permitted to administer to them self prescription (injectable and noninjectable) and/or nonprescription (noninjectable) medication at school.

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

[Current first-aid and CPR cards are strongly encouraged for designated personnel.] [A current first-aid and CPR card is required for designated personnel.]

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

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

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

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

district to administer or allow a student to self-administer prescription medication shall include a signed prescription and treatment plan from a prescriber[2].

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

A written request and permission form signed by a student's parent or guardian, unless the student is allowed to access medical care without parental consent under state law[3], is required and will be kept on file.

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

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

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

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

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

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

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

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

[3] Subject to ORS 109.610, 109.640 and 109.675.

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

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 109.610
ORS 109.640
ORS 109.675
ORS 332.107
ORS 339.866 - 339.871
ORS 433.800 - 433.830
ORS 475.005 - 475.285

OAR 166-400-0010(17)
OAR 166-400-0060(29)
OAR 333-055-0000 -055-0115
OAR 581-021-0037
OAR 581-022-2220
OAR 851-047-0030
OAR 851-047-0040

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

OSBA Model Sample Policy

New JHCD Policy

Code: JHCD
Adopted:

Medications**/*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 339.866 - 339.871
ORS 433.800 - 433.830
ORS 689.800

OAR 166-400-0010(17)
OAR 166-400-0060(29)
OAR 333-055-0000 - 0035
OAR 581-021-0037

OAR 581-022-2220
OAR 851-047-0000 - 0030

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

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

Current RSD AR
Delete

Reedsport School District

Code: JHCD/JHCDA-AR
Adopted: 11/08/23
Orig. Code(s): JHCD-AR; JHCD/JHCDA-AR

Medications**

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

1. Definitions

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

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

Examiners for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

i. "Severe allergy" means a life-threatening hypersensitivity to a specific substance such as food, pollen, dust or insect sting.

j. "Asthma" means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.

k. "Designated personnel" means the school personnel designated to administer medication pursuant to district policy and procedure.

2. Designated Staff/Training

a. The principal will designate personnel authorized to administer prescription or nonprescription medication to a student while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, as required by Oregon law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this administrative regulation.

b. The principal will ensure the training required by Oregon law is provided to designated personnel. Training must be conducted by a qualified trainer. Training will be provided annually to designated personnel authorized to administer medication to students. The first year and every third year of training requires in-person instruction; during the intervening years, designated personnel may complete an online training that has been approved by the Oregon Department of Education (ODE) so long as a trainer is available within a reasonable amount of time following the training to answer questions and provide clarification.

c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life-threatening side effects, allergic reactions or adrenal insufficiency and student confidentiality. Materials as recommended and/or approved by the ODE will be used.

d. A copy of the district's policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.

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

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

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

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

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

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

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

6. Administering Medication to a Student

a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:

(1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:

(a) The written permission of the student's parent or guardian or the student if the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
(b) The written instruction from the prescriber for the administration of the medication to the student that includes:

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

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

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

(a) The nonprescription medication is necessary for the student to remain in school;
(b) The nonprescription medication is provided in the original manufacturer's container by the parent or guardian of the student;
(c) The written instruction from the student's parent or guardian for the administration of the nonprescription medication includes:

(i) Name of the student;
(ii) Name of the medication;
(iii) Method of administration;
(iv) Dosage;
(v) Frequency of administration;
(vi) Other special instructions, if any; and
(vii) Signature of the student's parent or guardian.

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

(d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:

(i) Name of the student;
(ii) Name of the medication;
(iii) Dosage;
(iv) Method of administration;
(v) Frequency of administration;
(vi) A statement that the medication must be administered while the student is in school;
(vii) Other special instructions, if any; and
(viii) Signature of the prescriber.

b. An individualized health care and allergy plan will be developed for a student with a known life-threatening allergy and will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic reactions while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, and will include a determination on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;

c. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
d. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that the school is informed in writing of any changes in medication instructions;
e. In the event a student refuses medication, the parent or guardian will be notified immediately, except where a student is allowed to seek medical care without parental consent. No attempt will be made to administer medication to a student who refuses a medication;
f. Any error in administration of a medication will be reported to the parent or guardian immediately, except where a student is allowed to seek medical care without parental consent, and documentation will be made on the district's Accident/Incident Report form. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;
g. Medication shall not be administered until the necessary permission form and written instructions have been submitted as required by the district.

7. Administration of Medication by a Student to Themself

a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer medication to themself without assistance from designated personnel and is subject to the following:

(1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:

(a) A permission form from a parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675, and other documentation requested by the district must be submitted for self-medication of all prescription medications;
(b) If the student has asthma, diabetes and/or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment that the student has been instructed in the correct and responsible use of the prescribed medication;
(c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a school setting.

(2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication and must have:

(a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675;
(b) The student's name affixed to the manufacturer's original container; and
(c) The permission to self-administer medication from a building administrator.

(3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:

(a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and

(b) A written order from the student's prescriber that includes:

(i) Name of the student;
(ii) Name of the medication;
(iii) Dosage;
(iv) Method of administration;
(v) Frequency of administration;
(vi) A statement that the medication must be administered while the student is in school;
(vii) Other special instructions, if any; and
(viii) Signature of the prescriber.

b. The student may have in their possession only the amount of medication needed for that school day, except for manufacturer's packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
c. Sharing and/or borrowing of any medication with another student is strictly prohibited;
d. For a student who has been prescribed bronchodilators or epinephrine, the designated personnel will request that the parent or guardian provide backup medication for emergency use by that student. Backup medication, if provided, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;
e. Upon written request from a parent or guardian, and with a prescriber's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;
f. A student shall not administer medication to themself until the necessary permission form and written instructions have been submitted as required by the district;
g. Permission for a student to administer medication to themself may be revoked if the student violates the Board policy and/or this administrative regulation;
h. A student may be subject to discipline, up to and including expulsion, as appropriate;
i. A student permitted to administer medication to themself may be monitored by designated personnel to monitor the student's response to the medication.

8. Handling, Monitoring and Safe Storage of Medication Supplies for Administering Medication to Students

a. Medication administered by designated personnel to a student or self-administered by a student, must be delivered to the school in its original container, accompanied by the permission form and written instructions, as required above.
b. Medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant, ~~narcotic analgesic or psychotropic medication will be counted by designated personnel in the~~

presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the principal immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.

c. Designated personnel will follow the written instructions of the prescriber and the student or the student's parent or guardian, and training guidelines as may be recommended by the ODE for administering all forms of prescription and/or nonprescription medications.

d. Medication will be secured as follows:

(1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box used solely for the storage of medication;
(2) Medications requiring refrigeration will be stored in a locked box in a refrigerator OR separate refrigerator used solely for the storage of medication;
(3) Access to medication storage keys will be limited to the principal and designated personnel.

e. Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.

f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian or the student (in situations involving ORS 109.610, 109.640 and 109.675) immediately.

9. Emergency Response

a. Designated personnel will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent or guardian and principal will be notified immediately.

b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent or guardian immediately, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675.

c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.

10. Disposal of Medications

a. Medication not picked up by the student's parent or guardian, or the student when allowed pursuant to ORS 109.610, 109.640 and 109.675, at the end of the school year or within five school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in a nonrecoverable fashion as follows:

(1) Medication will be removed from its original container and personal information will be destroyed;
(2) Solid medications will be crushed, mixed or dissolved in water, liquid medications will be mixed or dissolved in water; and
(3) Mixed with an undesirable substance, e.g., coffee grounds, kitty litter, flour; and

(4) Placed in impermeable non-descriptive containers, e.g., empty cans or sealable bags, and placed in the trash.

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

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

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

11. Transcribing, Recording and Record Keeping

a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:

(1) The name of the student, name of medication, dosage, method of administration, date and time of administration, frequency of administration and the name of the person administering the medication;
(2) Student refusals of medication;
(3) Errors in administration of medication;
(4) Incidents of emergency and minor adverse reaction by a student to medication;
(5) Discrepancies in medication supply;
(6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.

b. All records relating to administration of medications, including permissions and written instructions, will be maintained in a separate medical file apart from the student's education record file unless otherwise related to the student's educational placement and/or individualized education program. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).

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

OSBA Model Sample Policy

Code: JHCD/JHCDA-AR
Adopted:

Medications**/*

(This AR is recommended for deletion.)

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

1. Definitions

   a. "Medication" means any drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken internally or externally but not injected except for premeasured doses of epinephrine, medication to treat adrenal insufficiency and glucagon to treat severe hypoglycemia. Medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student's Oregon licensed health care professional for asthma or severe allergies. [[1]Medication also includes naloxone or any similar medication that is in any form available for the safe administration and that is designed to rapidly reverse an overdose of an opioid drug.]

   b. "Prescription medication" means any medication that under federal or state law requires a prescription by a prescriber.

   c. "Nonprescription medication" means medication that under federal law does not require a prescription from a prescriber.

   d. "Adrenal crisis" means adrenal crisis as defined in Oregon Revised Statute (ORS) 433.800.

   e. "Adrenal insufficiency" means adrenal insufficiency as defined in ORS 433.800.

   f. "Notice of a diagnosis of adrenal insufficiency" means written notice to the district from a student or the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student's primary care provider that includes the student's diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat adrenal insufficiency crisis and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered.

   g. "Prescriber[2]" means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state of Oregon, an Oregon-licensed, advance practice registered nurse with prescriptive authority, a dentist licensed by the Board of Dentistry for the state of Oregon, an optometrist licensed by the Board of Optometry for the state of Oregon, a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

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

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

h. "Qualified trainer" means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a doctor of medicine or osteopathy or a physician assistant licensed by the Board of Medical Examiners for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

i. "Severe allergy" means a life-threatening hypersensitivity to a specific substance such as food, pollen, dust or insect sting.

j. "Asthma" means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.

k. "Designated personnel" means the school personnel designated to administer medication pursuant to district policy and procedure.

2. Designated Staff/Training

a. The principal will designate personnel authorized to administer prescription or nonprescription medication to a student while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, as required by Oregon law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this administrative regulation.

b. The principal will ensure the training required by Oregon law is provided to designated personnel. Training must be conducted by a qualified trainer. Training will be provided annually to designated personnel authorized to administer medication to students. The first year and every third year of training requires in-person instruction; during the intervening years, designated personnel may complete an online training that has been approved by the Oregon Department of Education (ODE) so long as a trainer is available within a reasonable amount of time following the training to answer questions and provide clarification.

c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life-threatening side effects, allergic reactions or adrenal insufficiency and student confidentiality. Materials as recommended and/or approved by the ODE will be used.

d. A copy of the district's policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.

e. [A statement that the designated personnel has received the required training will be signed by the staff member and filed in the district office.]

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

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

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

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

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

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

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

6. Administering Medication to a Student

a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:

(1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:

(a) The written permission of the student's parent or guardian or the student if the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
(b) The written instruction from the prescriber for the administration of the medication to the student that includes:

[3 Ibid. p. 1.]

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

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

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

(a) The nonprescription medication is necessary for the student to remain in school;
(b) The nonprescription medication is provided in the original manufacturer's container by the parent or guardian of the student;
(c) The written instruction from the student's parent or guardian for the administration of the nonprescription medication includes:

(i) Name of the student;
(ii) Name of the medication;
(iii) Method of administration;
(iv) Dosage;
(v) Frequency of administration;
(vi) Other special instructions, if any; and
(vii) Signature of the student's parent or guardian.

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

(d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:

(i) Name of the student;
(ii) Name of the medication;
(iii) Dosage;
(iv) Method of administration;
(v) Frequency of administration;
(vi) A statement that the medication must be administered while the student is in school;
(vii) Other special instructions, if any; and
(viii) Signature of the prescriber.

b. An individualized health care and allergy plan will be developed for a student with a known life-threatening allergy and will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic reactions while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, and will include a determination on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;

c. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;

d. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that the school is informed in writing of any changes in medication instructions;

e. In the event a student refuses medication, the parent or guardian will be notified immediately, except where a student is allowed to seek medical care without parental consent. No attempt will be made to administer medication to a student who refuses a medication;

f. Any error in administration of a medication will be reported to the parent or guardian immediately, except where a student is allowed to seek medical care without parental consent[, and documentation will be made on the district's Accident/Incident Report form]. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;

g. Medication shall not be administered until the necessary permission form and written instructions have been submitted as required by the district.

7. Administration of Medication by a Student to Themself

a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer medication to themself without assistance from designated personnel and is subject to the following:

(1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:

(a) A permission form from a parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675, and other documentation requested by the district must be submitted for self-medication of all prescription medications;

(b) If the student has asthma, diabetes and/or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment that the student has been instructed in the correct and responsible use of the prescribed medication;

(c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a school setting.

(2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication and must have:

(a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675;
(b) The student's name affixed to the manufacturer's original container; and
(c) The permission to self-administer medication from a building administrator.

(3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:

(a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
(b) A written order from the student's prescriber that includes:

(i) Name of the student;
(ii) Name of the medication;
(iii) Dosage;
(iv) Method of administration;
(v) Frequency of administration;
(vi) A statement that the medication must be administered while the student is in school;
(vii) Other special instructions, if any; and
(viii) Signature of the prescriber.

b. The student may have in their possession only the amount of medication needed for that school day, except for manufacturer's packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
c. Sharing and/or borrowing of any medication with another student is strictly prohibited;
d. For a student who has been prescribed bronchodilators or epinephrine, the designated personnel will request that the parent or guardian provide backup medication for emergency use by that student. Backup medication, if provided, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;
e. Upon written request from a parent or guardian, and with a prescriber's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;
f. A student shall not administer medication to themself until the necessary permission form and written instructions have been submitted as required by the district;
g. Permission for a student to administer medication to themself may be revoked if the student violates the Board policy and/or this administrative regulation;
h. A student may be subject to discipline, up to and including expulsion, as appropriate;
i. A student permitted to administer medication to themself may be monitored by designated personnel to monitor the student's response to the medication.

8. Handling, Monitoring and Safe Storage of Medication Supplies for Administering Medication to Students

a. Medication administered by designated personnel to a student or self-administered by a student, must be delivered to the school in its original container, accompanied by the permission form and written instructions, as required above.

b. Medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant, narcotic analgesic or psychotropic medication will be counted by designated personnel in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the principal immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.

c. Designated personnel will follow the written instructions of the prescriber and the student or the student's parent or guardian, and training guidelines as may be recommended by the ODE for administering all forms of prescription and/or nonprescription medications.

d. Medication will be secured as follows:

(1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box [used solely for the storage of medication];

(2) Medications requiring refrigeration will be stored in a [locked box in a refrigerator] [separate refrigerator used solely for the storage of medication];

(3) Access to medication storage keys will be limited to the principal and designated personnel.

e. Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.

f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian or the student (in situations involving ORS 109.610, 109.640 and 109.675) immediately.

9. Emergency Response

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

b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent or guardian immediately, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675.

c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.

10. Disposal of Medications

a. Medication not picked up by the student's parent or guardian, or the student when allowed pursuant to ORS 109.610, 109.640 and 109.675, at the end of the school year or within [five] school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in a nonrecoverable fashion as follows:

(1) Medication will be removed from its original container and personal information will be destroyed;
(2) Solid medications will be crushed, mixed or dissolved in water, liquid medications will be mixed or dissolved in water; and
(3) Mixed with an undesirable substance, e.g., coffee grounds, kitty litter, flour; and
(4) Placed in impermeable non-descriptive containers, e.g., empty cans or sealable bags, and placed in the trash.

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

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

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

11. Transcribing, Recording and Record Keeping

a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:

(1) The name of the student, name of medication, dosage, method of administration, date and time of administration, frequency of administration and the name of the person administering the medication;
(2) Student refusals of medication;
(3) Errors in administration of medication;
(4) Incidents of emergency and minor adverse reaction by a student to medication;
(5) Discrepancies in medication supply;
(6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.

b. All records relating to administration of medications, including permissions and written instructions, will be maintained in a separate medical file apart from the student's education record file unless otherwise related to the student's educational placement and/or individualized education program. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).

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

OSBA Model Sample Administrative Regulation

New JHCD AR - Board Approval required

Code: JHCD-AR
Adopted:

Medications**/*

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

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

1. Definitions[1]

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

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

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

j. ["Opioid overdose" means a medical condition that causes depressed consciousness, depressed respiratory function or the impairment of vital bodily functions as a result of ingesting opioids. (ORS 689.800)]

k. "Prescriber[2]" means a "practitioner" as defined in ORS 689.005, which means a person licensed and operating within the scope of such license to prescribe, dispense, conduct research with respect to or administer drugs in the course of professional practice or research: (a) in this state; or (b) in another state or territory of the U.S. if the person does not reside in Oregon and is registered under the federal Controlled Substances Act. (OAR 581-021-0037)

l. "Prescription medication" means a "prescription drug" as defined in ORS 689.005, which means a drug that is: required by federal law, prior to being dispensed or delivered, to be labeled with "Caution: Federal law prohibited dispensing without prescription" or "Caution: Federal law restricts this drug to use by or on the order of a licensed veterinarian"; or required by any applicable federal or state law or regulation to be dispensed on prescription only or is restricted to use by practitioners only.

m. "Severe allergy" means a life-threatening hypersensitivity to a specific substance such as food, pollen, or dust. (ORS 339.866)

n. "Short-acting opioid antagonist" means any short-acting drug approved by the U.S. Food and Drug Administration for the complete or partial reversal of an opioid overdose. (ORS 689.800)

2. Designated Staff/Training

a. Medications, including injectable medications, may be administered by trained personnel as part of a formal delegation by a registered nurse.

b. The principal, in consultation with the school nurse, will designate district personnel authorized to administer prescription or nonprescription medication to a student which takes into account when the student is in school, at a district-sponsored activity, under the supervision of district personnel, or in transit to or from school-or district-sponsored activities, and may include when a student is in a before-school or after-school care program on school-owned property when required by law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules, policy and this administrative regulation.

c. The district will provide staff who are designated personnel to administer prescription or nonprescription medication access to a school nurse.

d. The principal will ensure the annual training required by Oregon law is provided to designated district personnel. Training must be conducted by a qualified trainer, which is a person who is familiar with the delivery of health services in a school setting and who is either a registered nurse licensed by the Oregon State Board of Nursing or a prescriber. District personnel designated to administer epinephrine, glucagon, and medication to treat adrenal insufficiency shall be trained using related training developed by the Oregon Health Authority (OHA). The first training and every third training thereafter shall be provided in-person[3]. During

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

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

subsequent years, designated district personnel may complete an online training so long as a trainer is available following the training to answer questions and provide clarification.

e. The training for district personnel will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, discussion of the following: safe storage, administration, handling and disposing of medications; accessibility of medication during an emergency; record keeping; whether response to medication should be monitored by designated personnel and the role of designated personnel in such monitoring; emergency medical response procedures following administration of the medication; confidentiality of health information; and assessment of gained knowledge. Training as recommended and/or approved by ODE will be used.

f. The district shall maintain documentation of district personnel's completion of training in accordance with OAR 166-400-0010.

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

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

4. Administering Short-Acting Opioid Antagonists

[{[4]}A short-acting opioid antagonist may be administered by any district personnel[5] to any student or other individual, on school premises who the individual administering the short-acting opioid antagonist believes in good faith is experiencing an overdose of an opioid drug.

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

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

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

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

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

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

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

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

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

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

6. Administering Medication to a Student

a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:

(1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:

(a) The written permission of the student's parent or guardian; and
(b) The written instruction from the prescriber for the administration of the medication to the student that includes:

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

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

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

(a) The nonprescription medication is necessary for the student to remain in school;
(b) The nonprescription medication is:

(i) Provided in the original manufacturer's container by the student's parent or guardian; or
(ii) Is part of the district's stock medication program in compliance with the Oregon Board of Pharmacy rules including OAR 855-035-0005.

(c) The written instruction and permission from the student's parent or guardian for the administration of the nonprescription medication[6] includes:

(i) Name of the student;
(ii) Name of the medication;
(iii) Method of administration;
(iv) Dosage;
(v) Frequency of administration;
(vi) Other special instructions, if any; and
(vii) Signature of the student's parent or guardian.

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

(d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:

(i) Name of the student;
(ii) Name of the medication;
(iii) Dosage;
(iv) Method of administration;
(v) Frequency of administration;
(vi) A statement that the medication must be administered while the student is in school;
(vii) Other special instructions, if any; and
(viii) Signature of the prescriber.

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

b. The principal or designee will require an individualized health care plan or allergy plan be developed for every student with a need to manage asthma or a known life-threatening allergy. A plan will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic responses, and include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity;

c. A student being administered a medication may be monitored by designated personnel to monitor the student's response to the medication;

d. A determination will be made by the district on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;

e. It is the student's parent or guardian's responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;

f. It is the student's parent or guardian's responsibility to ensure that the school is informed in writing of any changes in medication instructions;

g. In the event a student refuses medication, the parent or guardian will be notified immediately. No attempt will be made to administer medication to a student who refuses a medication;

h. Any error in administration of a medication will be reported to the parent or guardian immediately and documented on a medication administration record. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;

i. Medication shall not be administered until the necessary permission form and written instructions have been submitted and received as required by the district.

7. Administration of Medication by a Student to Themself

a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer prescription or nonprescription medication to themself without assistance from designated personnel and is subject to the following:

(1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:

(a) The written permission from a parent or guardian and other documentation requested by the district must be submitted for self-medication of all prescription medications;

(b) If the student has asthma or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment that the student has been instructed in the correct and responsible use of the prescribed medication;

(c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a district setting.

(2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication[7] and must have:

(a) The written permission of the student's parent or guardian;
(b) The student's name affixed to the manufacturer's original container; and
(c) The permission to self-administer medication from a building administrator.

(3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:

(a) The written permission of the student's parent or guardian; and
(b) A written order from the student's prescriber that includes:

(i) Name of the student;
(ii) Name of the medication;
(iii) Dosage;
(iv) Method of administration;
(v) Frequency of administration;
(vi) A statement that the medication must be administered while the student is in school, at a district-sponsored activity, under the supervision of district personnel, or in transit to or from school or district-sponsored activities;
(vii) Other special instructions, if any; and
(viii) Signature of the prescriber.

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

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

[8] [Except for short-acting opioid antagonists.]

i. A student permitted to administer medication to themself may be monitored by designated personnel to monitor the student's response to the medication[.] [;]

j. ~~[The district allows the application of and use by students of nonprescription sunscreen, including sunscreen that contains para-aminobenzoic acid, without any required documentation from a licensed health care professional per ORS 339.874.]~~

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

a. Any medication must be delivered to the school in its original manufacturer's or current prescription container, accompanied by the permission form and written instructions, as required above.

b. Prescription medication must always be the most current prescription and kept in the original, labeled container.

c. Nonprescription medication must be kept in original manufacturer's bottle or box.

d. [Never administer medication sent to school in unlabeled containers.]

e. ~~[Never repackage medication into a plastic bag or other container for any reason.]~~

f. [Medication in any form categorized as a sedative, stimulant, anti-convulsive, narcotic analgesic or psychotropic medication will be counted or measured by designated personnel or parent or guardian in the presence of another district employee upon receipt [and initialed by the two individuals who counted or witnessed the procedure], documented in the student's medication administration record (MAR) and routinely monitored during storage and administration. Any discrepancies will be reported to the [school] ~~[district]~~ nurse or principal immediately and documented in the student's MAR. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.]

g. Designated personnel will follow the written instructions of the prescriber and the student's parent or guardian, and training guidelines as may be recommended by ODE for administering all forms of prescription and/or nonprescription medications.

h. [Medication will be secured as follows:

(1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box in a secure area;

(2) Medications requiring refrigeration will be stored in a locked box in a refrigerator or in a separate refrigerator used solely for the storage of medication in a secure area;

(3) Access to medication storage keys will be limited to the principal and designated personnel.]

i. [Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.]

j. When medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian immediately.

9. Emergency Response

a. Designated personnel will immediately call 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects and allergic reactions, including the administration of epinephrine. The parent or guardian[, [school] ~~[district]~~ nurse] and principal will be notified immediately.

b. Adverse reactions which result from district-administered medication or from student self-medication will be reported to the parent or guardian immediately.

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

10. Disposal of Medications

a. [Medication not picked up by the student's parent or guardian, at the end of the school year or within [five] school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in the presence of another school employee. The medication may be disposed through a designated drug take-back collection program or in a nonrecoverable fashion as follows:

(1) Medication will be removed from its original container and personal information will be destroyed;
(2) Mix with an undesirable substance, e.g., coffee grounds, used cat litter;
(3) Place in a plastic bag or other sealable container, e.g., such as an empty plastic container; and
(4) Place the sealed container with the mixture in the trash as close to garbage pickup time as possible, to prevent theft and misuse.]

b. [Prescriptions will never be flushed down the toilet or drain or burnt with other waste.]
c. [Sharps and glass will be disposed of in accordance with state guidelines.]
d. [All medication will be disposed of by designated personnel following DEQ guidelines and documented on the student's MAR as described below.]

11. Transcribing, Recording and Record Keeping

a. A medication administration record (MAR) will be maintained for each student administered medication by the district. [The MAR will be in paper[9] or electronic form and will include, but not be limited to:

(1) The full name of the student, date of birth, name of medication, dosage, method of administration, date and time of administration, frequency of administration and the name of the person administering the medication;
(2) Student refusals of medication;
(3) Errors in administration of medication;
(4) Incidents of emergency and minor adverse reaction by a student to medication;
(5) Discrepancies in medication supply;
(6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.]

b. A MAR for medication administered as part of an IEP goal should be maintained in the IEP record at the end of each school year.

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

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

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

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

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

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

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

Non-Liability Provisions for Self-Administration and Autoinjectable Epinephrine

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

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

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

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

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