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

REGULAR Board Meeting

AGENDA

November 18, 2026

Work Session Agenda Review 5:00 PM

Regular Session 5:30 PM

Reedsport District Office Board Room

Link to virtual meeting is posted on website at www.reedsport.k12.or.us.

I. CALL WORK SESSION TO ORDER
Kim Clardy, Chair
A. Agenda Review

II. ADJOURN WORK SESSION
Kim Clardy, Chair

III. CALL REGULAR SESSION TO ORDER
Kim Clardy, Chair

IV. PLEDGE OF ALLEGIANCE
Kim Clardy, Chair

V. ESTABLISH A QUORUM
Kim Clardy, Chair

VI. CHANGES TO THE AGENDA
Jon Zwemke, Superintendent

VII. ACCOLADES
A. Reedsport Education Enrichment Foundation (REEF) Grants
1. Recognize REEF with sincere appreciation for approving a generous $2,201.60 grant to support Oregon Museum of Science and Industry (OMSI) science assemblies for all Highland Elementary School students, providing engaging, interactive learning experiences that inspire curiosity and strengthen students' understanding of science.
2. Recognize REEF with heartfelt gratitude for approving a generous $800 grant to support IMPACT Wednesdays program at RCCS, providing supplies and student incentives that encourage attendance, academic achievement, positive behavior, and school spirit.
3. Recognize REEF with warm thanks for approving a generous $451.56 grant to support an after-school Book Club at RCCS, providing additional books that encourage a love of reading, strengthen literacy skills, and foster a sense of community among students.

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 check in 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 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

IX. REPORTS

A. Association of Reedsport Educational Support Personnel (ARESP) Quarterly Report
Carrie Zubek, ARESP President

B. Superintendent Report
Jon Zwemke, Superintendent
1. Financial Report
2. Food Service Quarterly Report
3. HES Vice Principal Quarterly Report
4. RCCS Principal Quarterly Report
5. Student Academic Interventions Follow-up

X. 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 Work Session Minutes from September 26, 2026
B. Approve Board Minutes from October 14, 2026
C. Accept Certified/Licensed New Hire
D. Accept Certified/Licensed Separation
1. Susan Hillmeyer, RCCS Teacher
E. Accept Donations
1. Accept with sincere gratitude a generous $500 donation from Kool Coastal Cruisers in support of the Reedsport Community Charter School Shop Program, providing tools, equipment, and materials that enhance hands-on learning opportunities and help students develop valuable woodworking and welding skills.

2. Accept with heartfelt appreciation a generous donation of shop tools, equipment, and supplies, valued at approximately $8,000, from an anonymous donor in support of the RCCS Shop Program, providing valuable resources that enhance hands-on learning opportunities and help students develop practical technical and vocational skills.

XI. ACTION

A. Request for Proposal - Second Reading
   1. District Student Transportation Services RFP
   2. RCCS Security Fencing Project RFP
B. Oregon School Board Association Elections
   1. OSBA Douglas/South Coast Region, Position 09 – Jacqueline Crook
   2. OSBA Resolution 1 – Proposed Amendments to the OSBA Bylaws
C. Policy Updates
   1. Policy EBBA – First Aid, EBBA-AR - First Aid - Infection Control, and new EBBA - Student Health Services.
      a. EBBA - First Aid - OSBA recommend DELETE
      b. EBBA-AR - First Aid - Infection Control - OSBA recommend DELETE.
      c. New EBBA - Student Health Services - OSBA recommend ADOPT.
   2. EBCB – Emergency Procedure Drills and Instruction – OSBA recommend UPDATE.
   3. GBEB – Communicable Diseases in Schools – OSBA recommend UPDATE.
   4. Mirror administrative regulations IGBAB/JO-AR and JO/IGBAB - Education Records/Records of Students with Disabilities — require Board approval.
      a. IGBAB/JO-AR - Education Records/Records of Students with Disabilities - OSBA recommend UPDATE
      b. JO/IGBAB-AR - Education Records/Records of Students with Disabilities - OSBA recommend UPDATE
   5. IIA - Instructional Materials - OSBA recommend UPDATE.
   6. IKF - Graduation Requirements - OSBA recommend UPDATE.
   7. JHC - Student Health Services and Requirements - OSBA recommend UPDATE.
   8. JHCA/JHCB - Immunization and School Sports Participation - OSBA recommend UPDATE.
   9. Policy JHCCF - Pediculosis (Head Lice) and JHCCF-AR - Pediculosis (Head Lice)
      a. JHCCF - Pediculosis (Head Lice) - OSBA recommend DELETE with no replacement.
      b. JHCCF-AR - Pediculosis (Head Lice) - OSBA recommend DELETE with no replacement.
   10. JOA - Directory Information - OSBA recommend UPDATE.

XII. DISCUSSION

A. South Coast Educational Service District (SCESD) Legislative Forum
   1. Tuesday, December 15, 2026
   2. From 4:00 PM to 6:00 PM
B. Strategic Plan moving forward: develop Board action item(s) that align with the five established goals and select priorities for 26/27 school year.

XIII. COMMUNITY COMMENTS

Reference Community Comments Instructions previously stated on the agenda.

XIV. BOARD MEMBER COMMENTS

XV. FUTURE AGENDAS

A. November 23 - November 27, 2026 - NO SCHOOL - Thanksgiving Break
B. Wednesday, December 9, 2026 - 5:00 PM Work Session / 5:30 PM Regular Board Meeting.
C. December 21, 2026 - January 1, 2027 - NO SCHOOL - Winter Break

XVI. ADJOURN REGULAR SESSION

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	30								
1		49	49	52								
2		34	34	34								
3		40	41	41								
4		36	36	37								
5		39	38	39								
6		41	41	41								
Elementary Total		***268***	***269***	***274***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***
7		39	38	38								
8		48	48	49								
9		35	35	36								
10		36	36	37								
11		25	24	25								
12		48	47	48								
Jr./Sr. High Total		***231***	***228***	***233***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***
School Totals		***499***	***497***	***507***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***



REEDSPORT SCHOOL DISTRICT 105

Year-to-Date Activity & Forecast

GENERAL FUND

For the period ending September 30, 2026

		ACTIVITY					
	Adopted Budget 2026-2027	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	45,087	2,620,000	2,665,087	2,665,087	1.68%	(14,913)
Interest	140,000	23,056	116,000	139,056	139,056	16.47%	(944)
Admissions	12,500	2,839	10,000	12,839	12,839	22.71%	339
Fees - Sport Participation	-	-	-	-	-	0.00%	-
Rentals	1,000	25	1,000	1,025	1,025	2.50%	25
Contributions	2,500	6,184	2,500	8,684	8,684	247.34%	6,184
indirect	82,500	7,694	62,500	70,194	70,194	9.33%	(12,306)
Miscellaneous Revenue	125,000	1,111	110,000	111,111	111,111	0.89%	(13,889)
County School Fund	10,000	-	10,000	10,000	10,000	0.00%	-
HERT Tax	2,500	514	1,875	2,389	2,389	20.58%	(111)
Intermediate Sources	-	-	-	-	-		-
State School Fund	5,950,000	1,927,975	3,854,792	5,782,767	5,782,767	32.40%	(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**	**2,014,486**	**8,213,667**	**10,228,153**	**10,228,153**	**19.31%**	**(202,847)**
Expenditures:							
Salaries	3,936,289	639,554	3,266,289	3,905,843	3,905,843	16.25%	(30,445)
Benefits	2,940,493	413,189	2,475,000	2,888,189	2,888,189	14.05%	(52,304)
Purchased Services	1,715,002	190,628	1,487,000	1,677,628	1,677,628	11.12%	(37,375)
Supplies & Materials	238,750	73,122	168,000	241,122	241,122	30.63%	2,372
Capital Outlay	-	-	-	-	-		-
Other	251,466	220,055	24,466	244,521	244,521	87.51%	(6,945)
Transfers Out	351,000	-	351,000	351,000	351,000		-
SUB-TOTAL:	**9,433,000**	**1,536,548**	**7,771,755**	**9,308,303**	**9,308,303**	**16.29%**	**(124,697)**
CONTINGENCY:	1,000,000	-	-	-	-		
TOTAL:	**10,433,000**	**1,536,548**	**7,771,755**	**9,308,303**	**9,308,303**		

PROJECTED ENDING FUND BALANCE	**919,850**
PROJECTED ENDING FUND BALANCE PERCENTAGE OF ACTUAL (FORECAST) REVENUE AT 6/30/2025	**9%**



REEDSPORT SCHOOL DISTRICT 105

Year-to-Date Activity & Forecast

GENERAL FUND

Sep-26

Account #		Adopted Budget 2026-2027	Actual July	Actual August	Actual 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	10,990	7,500	1,500,000	650,000	262,500	35,000	70,000	25,000	20,000	50,000	2,665,087	14,913
15xx	Interest	140,000	5,744	8,040	9,272	10,000	10,000	15,000	20,000	15,000	14,000	14,000	10,000	8,000	139,056	944
171x	Admissions	12,500			2,839	4,000		2,500	2,500	1,000					12,839	(339)
1740	Fees - Sport Participation	-													-	-
1911	Rentals	1,000			25			1,000							1,025	(25)
192x	Contributions	2,500	3,784	2,400	-	500	500	500	500	500					8,684	(6,184)
1980	Indirect	82,500			7,694			20,000			20,000			22,500	70,194	12,306
1990	Miscellaneous Revenue	125,000	30	1,081	-	40,000	10,000	10,000	10,000	10,000	10,000	10,000	5,000	5,000	111,111	13,889
2101	County School Fund	10,000									10,000				10,000	-
2199	HERT Tax	2,500		-	514			625		625			625		2,389	111
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**	**513,183**	**548,349**	**2,002,349**	**2,331,474**	**777,349**	**583,974**	**608,349**	**530,849**	**582,474**	**248,500**	**10,228,153**	**202,847**
	Expenditures:															
100	Salaries	3,936,289	86,605	254,289	298,661	330,000	330,000	330,000	330,000	330,000	330,000	330,000	330,000	626,289	3,905,843	30,445
200	Benefits	2,940,493	53,926	162,666	196,597	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	475,000	2,888,189	52,304
300	Purchased Services	1,715,002	44,251	59,556	86,820	125,000	125,000	125,000	125,000	125,000	487,000	125,000	125,000	125,000	1,677,628	37,375
400	Supplies & Materials	238,750	7,120	45,292	20,709	20,000	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	241,122	(2,372)
500	Capital Outlay	-													-	-
600	Other	251,466	207,259	11,140	1,656	1,500	1,500	1,966	4,000	6,000	5,000	1,500	1,500	1,500	244,521	6,945
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**	**604,443**	**726,500**	**725,000**	**725,466**	**727,500**	**729,500**	**1,090,500**	**725,000**	**725,000**	**1,597,289**	**9,308,303**	**1,124,697**
	ESTIMATED FUND BALANCE/ CARRYOVER AT MONTH END:		**592,263**	**569,198**	**477,938**	**299,787**	**1,577,136**	**3,183,144**	**3,232,993**	**3,087,467**	**2,605,316**	**2,411,165**	**2,268,639**	**919,850**		
															PROJECTED ENDING FUND BALANCE	**919,850**	**-**
															PROJECTED ENDING FUND BALANCE PERCENTAGE OF ACTUAL (FORECAST) REVENUE AT 6/30/2025	**9%**	

*1 Beginning fund balance is ESTIMATE.

Reedsport School District

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 09/01/2026 **To Date:** 09/30/2026

Fund: 100 **GENERAL FUND**

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON.COM					
	0	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$744.21
	0	GENERAL FUND	FISCAL SERVICES	CONSUMABLE SUPPLIES	$14.99
	0	GENERAL FUND	JR HIGH INSTRUCTION, 7-8	CONSUMABLE SUPPLIES	$18.67
	0	GENERAL FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$341.10
	0	GENERAL FUND	PRIMARY INSTRUCTION, K-6	CONSUMABLE SUPPLIES	$89.10
	0	GENERAL FUND	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$493.09
	0	GENERAL FUND	FISCAL SERVICES	DUES AND FEES	$349.00
	0	GENERAL FUND	BUILDING SERVICES	NON-CONSUMABLE SUPPLIES	$1,030.69
	0	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	NON-CONSUMABLE SUPPLIES	$638.54
			Total for AMAZON.COM		$3,719.39
AMERICAN FIDELITY ANNUITY					
	0	GENERAL FUND	UNDESIGNATED	AM FIDELITY - ER PD 403(b)	$3,225.00
	0	GENERAL FUND	UNDESIGNATED	AMERICAN FIDELITY TSA	$6,125.00
			Total for AMERICAN FIDELITY ANNUITY		$9,350.00
AMERICAN FIDELITY ASSURANCE					
	0	GENERAL FUND	UNDESIGNATED	AMERICAN FIDELITY ASSURANCE	$4,363.89
AMERICAN FIDELITY ASSURANCE SEC 125					
	0	GENERAL FUND	UNDESIGNATED	AMERICAN FIDELITY FLEX PLAN	$1,981.64
ARESP					
	28560	GENERAL FUND	UNDESIGNATED	OEA MEMBERSHIP DUES	$16.65
BNT PROMOTIONAL PRODUCTS					
	28547	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$1,030.00
BSN SPORTS LLC					
	28548	GENERAL FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$143.38
CARSON OIL COMPANY					
	0	GENERAL FUND	BUILDING SERVICES	FUEL	$730.36
CENTRAL LINCOLN PUD					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 09/01/2026 **To Date:** 09/30/2026

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	0	GENERAL FUND	BUILDING SERVICES	ELECTRICITY	$7,277.71
CERIUM NETWORKS INC					
	28509	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	COMPUTER SOFTWARE	$3,667.65
CITY OF REEDSPORT					
	0	GENERAL FUND	BUILDING SERVICES	WATER AND SEWAGE	$3,672.65
CLEARFLY					
	0	GENERAL FUND	BUILDING SERVICES	TELEPHONE	$1,083.91
COASTAL PAPER AND SUPPLY					
	28526	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$7,160.30
	28549	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$140.10
			Total for COASTAL PAPER AND SUPPLY		$7,300.40
COMFORT FLOW HEATING					
	28511	GENERAL FUND	BUILDING SERVICES	REPAIR/MAINTENANCE SERVICES	$14,322.00
	28550	GENERAL FUND	BUILDING SERVICES	REPAIR/MAINTENANCE SERVICES	$442.00
			Total for COMFORT FLOW HEATING		$14,764.00
DIVERSIFIED BENEFIT SERVICES INV					
	0	GENERAL FUND	UNDESIGNATED	INSURANCE POOL	$2,003.12
Douglas Fast Net					
	0	GENERAL FUND	BUILDING SERVICES	TELEPHONE	$4,176.63
ENVIRONMENTAL INSPECTION SERVICES					
	28571	GENERAL FUND	BUILDING SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$4,500.00
FEDERAL TAX					
	0	GENERAL FUND	UNDESIGNATED	FEDERAL TAX LIABILITY	$34,078.45
	0	GENERAL FUND	UNDESIGNATED	FICA/MEDICARE LIABILITY	$61,647.62
			Total for FEDERAL TAX		$95,726.07
FERRELLGAS					
	0	GENERAL FUND	BUILDING SERVICES	FUEL	$48.00

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 09/01/2026 **To Date:** 09/30/2026

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
First-Citizens Bank & Trust Co					
	0	GENERAL FUND	PRINTING/DUPLICATING SERVICES	RENTALS	$1,650.24
GARRETT, HEMANN, ROBERTSON P.C.					
	28553	GENERAL FUND	BOARD OF EDUCATION SERVICES	LEGAL SERVICES	$2,054.00
GRAINGER					
	28514	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$62.84
ISECURE INC.					
	28573	GENERAL FUND	PRIMARY INSTRUCTION, K-6	CONSUMABLE SUPPLIES	$55.00
KEL-CEE ACE HARDWARE					
	28515	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$612.14
	28515	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	CONSUMABLE SUPPLIES	$38.00
	28528	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$326.83
	28554	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$84.54
	28574	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$420.22
			Total for KEL-CEE ACE HARDWARE		$1,481.73
LEWIS TRANSPORTATION					
	0	GENERAL FUND	STUDENT TRANSPORTATION	NONREIMB TRANSPORTATION-ACTIV/WAIT TIME	$1,929.52
	0	GENERAL FUND	STUDENT TRANSPORTATION	OTHER NON-INSTR PROF/TECH SERVICES	$0.00
	0	GENERAL FUND	STUDENT TRANSPORTATION	REIMBURSABLE STUDENT TRANSPORTATION	$29,778.62
			Total for LEWIS TRANSPORTATION		$31,708.14
MCKAY'S MARKETS					
	28529	GENERAL FUND	OFFICE OF SUPERINTENDENT SERVICES	CONSUMABLE SUPPLIES	$24.04
OEA					
	28561	GENERAL FUND	UNDESIGNATED	OEA DUES	$334.08
OEBB MEDICAL INSURANCE					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 09/01/2026 **To Date:** 09/30/2026

Fund: 100 **GENERAL FUND**

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	0	GENERAL FUND	UNDESIGNATED	OEBB INSURANCE	$112,674.06
OR DEPT OF REV - GARNISHMENTS					
	28562	GENERAL FUND	UNDESIGNATED	GARNISHMENTS	$538.48
OR SMALL SCHOOLS ASSOCIATION					
	28517	GENERAL FUND	OFFICE OF SUPERINTENDENT SERVICES	DUES AND FEES	$500.00
OREGON DEPARTMENT REVENUE					
	0	GENERAL FUND	UNDESIGNATED	PFML	$4,029.27
	0	GENERAL FUND	UNDESIGNATED	STATE TAX LIABILITY	$26,844.85
	0	GENERAL FUND	UNDESIGNATED	UNEMPLOYMENT TAX	$3,626.35
				Total for OREGON DEPARTMENT REVENUE	$34,500.47
PACIFIC OFFICE -POSTAGE					
	0	GENERAL FUND	PRINTING/DUPLICATING SERVICES	EXTRA COPIES	$208.57
PACIFIC OFFICE AUTOMATION					
	28555	GENERAL FUND	PRINTING/DUPLICATING SERVICES	RENTALS	$1,321.00
PEACEHEALTH					
	28530	GENERAL FUND	STUDENT TRANSPORTATION	REIMBURSABLE STUDENT TRANSPORTATION	$164.00
PENSERV PLAN SERVICES, INC					
	28563	GENERAL FUND	UNDESIGNATED	FORESERS 403 B	$700.00
PERS - OREGON					
	0	GENERAL FUND	UNDESIGNATED	PERS	$184,067.84
Pixel Pacific LLC					
	28518	GENERAL FUND	SYSTEMS ANALYSIS SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$4,549.17
SAMUEL H ALEY					
	28557	GENERAL FUND	PSYCHOLOGICAL SERVICES	INSTRUCTIONAL PROF/TECH SERVICES	$7,500.00
SECURITY BENEFIT					
	28564	GENERAL FUND	UNDESIGNATED	SECURITY BENEFIT TSA	$3,450.00
SMART, LISA					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 09/01/2026 **To Date:** 09/30/2026

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	28520	GENERAL FUND	OFFICE OF SUPERINTENDENT SERVICES	TRAVEL--OUT OF DISTRICT	$238.64
SYMETRA LIFE INSURANCE CO.					
	28565	GENERAL FUND	UNDESIGNATED	SYMETRA LIFE INSURANCE	$800.00
SYSCO PORTLAND, INC					
	0	GENERAL FUND	OFFICE OF SUPERINTENDENT SERVICES	CONSUMABLE SUPPLIES	$1,715.25
TEXAS LIFE INS COMPANY					
	0	GENERAL FUND	UNDESIGNATED	TEXAS LIFE INSURANCE	$689.35
UMPQUA BANK 1					
	0	GENERAL FUND	UNDESIGNATED	DIRECT DEPOSIT	$264,655.51
US BANK CREDIT CARDS					
	0	GENERAL FUND	BUILDING SERVICES	CONSUMABLE SUPPLIES	$1,508.23
	0	GENERAL FUND	FISCAL SERVICES	CONSUMABLE SUPPLIES	$54.00
	0	GENERAL FUND	OFFICE OF PRINCIPAL SERVICES	CONSUMABLE SUPPLIES	$276.83
	0	GENERAL FUND	OFFICE OF SUPERINTENDENT SERVICES	CONSUMABLE SUPPLIES	$19.41
	0	GENERAL FUND	JR HIGH INSTRUCTION, 7-8	DUES AND FEES	$200.00
	0	GENERAL FUND	JR/SR HIGH EXTRACURRICULAR	DUES AND FEES	$457.25
	0	GENERAL FUND	RESOURCE ROOM/STUDENTS WITH DISAB	TRAVEL--OUT OF DISTRICT	$895.00
			Total for US BANK CREDIT CARDS		$3,410.72
VALIC - AIG					
	0	GENERAL FUND	UNDESIGNATED	VALIC	$2,100.00
WALL, SHERI					
	28533	GENERAL FUND	OFFICE OF PRINCIPAL SERVICES	TRAVEL--OUT OF DISTRICT	$39.82
WESTERN EXTERMINATOR COMPANY					
	0	GENERAL FUND	BUILDING SERVICES	OTHER NON-INSTR PROF/TECH SERVICES	$238.38
			Total for GENERAL FUND		**$826,986.78**

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 09/01/2026 **To Date:** 09/30/2026

Fund: 216 TITLE IA

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON.COM					
	0	TITLE IA	TITLE I	CONSUMABLE SUPPLIES	$2,153.60
APPLE INC					
	28546	TITLE IA	TITLE I	CONSUMABLE SUPPLIES	$6,972.00
	28569	TITLE IA	TITLE I	CONSUMABLE SUPPLIES	$1,399.30
			Total for APPLE INC		$8,371.30
GLOBAL VENDING GROUP, INC.					
	28582	TITLE IA	TITLE I	CONSUMABLE SUPPLIES	$8,539.00
NWVitals, LLC					
	28583	TITLE IA	TITLE I	CONSUMABLE SUPPLIES	$1,872.00
OETC					
	28584	TITLE IA	TITLE I	CONSUMABLE SUPPLIES	$6,350.00
PAXTON PATTERSON LLC					
	28575	TITLE IA	TITLE I	CONSUMABLE SUPPLIES	$30,545.00
RENAISSANCE LEARNING INC					
	28519	TITLE IA	TITLE I	COMPUTER SOFTWARE	$3,276.00
SCHOOL OUTLET					
	28576	TITLE IA	TITLE I	CONSUMABLE SUPPLIES	$6,307.30
THE MATH LEARNING CENTER					
	28585	TITLE IA	INSTRUCTIONAL STAFF DEVELOPMENT	OTHER PROFESSIONAL/TECHNICAL SERVICES	$1,800.00
US BANK CREDIT CARDS					
	0	TITLE IA	TITLE I	CONSUMABLE SUPPLIES	$7,230.88
WILSON LANGUAGE TRAINING CORPORATION					
	28580	TITLE IA	TITLE I	COMPUTER SOFTWARE	$3,610.50
			Total for TITLE IA		**$80,055.58**

Fund: 250 STATE AND LOCAL GRANTS

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
BNT PROMOTIONAL PRODUCTS					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 09/01/2026 **To Date:** 09/30/2026

Fund: 250 STATE AND LOCAL GRANTS

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	28581	STATE AND LOCAL GRANTS	SUMMER SCHOOL PROGRAMS	CONSUMABLE SUPPLIES	$3,540.00
US BANK CREDIT CARDS					
	0	STATE AND LOCAL GRANTS	SUMMER SCHOOL PROGRAMS	CONSUMABLE SUPPLIES	$7,650.78
			Total for STATE AND LOCAL GRANTS		**$11,190.78**

Fund: 252 HIGH SCHOOL SUCCESS

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
RCCS CULINARY EXPERIENCE					
	28556	HIGH SCHOOL SUCCESS	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$180.00
US BANK CREDIT CARDS					
	0	HIGH SCHOOL SUCCESS	SR HIGH INSTRUCTION, 9-12	DUES AND FEES	$1,600.00
			Total for HIGH SCHOOL SUCCESS		**$1,780.00**

Fund: 272 REEDSPORT EDUC ENRICHMENT FOUNDATION

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
LEWIS TRANSPORTATION					
	0	REEDSPORT EDUC ENRICHMENT FOUNDATION	PRIMARY INSTRUCTION, K-6	STUDENT - TRAVEL OUT OF DISTRICT	$0.00
	0	REEDSPORT EDUC ENRICHMENT FOUNDATION	SR HIGH INSTRUCTION, 9-12	STUDENT - TRAVEL OUT OF DISTRICT	$0.00
			Total for LEWIS TRANSPORTATION		$0.00
			Total for REEDSPORT EDUC ENRICHMENT FOUNDATION		**$0.00**

Fund: 289 TECHNOLOGY REPLACEMENT

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
CHROMEBOOKPARTS.COM					
	28510	TECHNOLOGY REPLACEMENT	SYSTEMS ANALYSIS SERVICES	COMPUTER HARDWARE	$317.94
	28570	TECHNOLOGY REPLACEMENT	SYSTEMS ANALYSIS SERVICES	COMPUTER HARDWARE	$102.00
			Total for CHROMEBOOKPARTS.COM		$419.94
			Total for TECHNOLOGY REPLACEMENT		**$419.94**

Fund: 291 INSTRUCTIONAL MATERIALS REPLACEMENT

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 09/01/2026 **To Date:** 09/30/2026

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
US BANK CREDIT CARDS					
	0	INSTRUCTIONAL MATERIALS REPLACEMENT	JR HIGH INSTRUCTION, 7-8	TEXTBOOKS	$450.00
			Total for INSTRUCTIONAL MATERIALS REPLACEMENT		**$450.00**

Fund: 298 FOOD SERVICE

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON.COM					
	0	FOOD SERVICE	FOOD SERVICES	NON-CONSUMABLE SUPPLIES	$36.46
BROSI SUGAR TREE FARMS					
	28525	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$265.00
DOUGLAS COUNTY ENVIRONMENTAL HEALTH					
	28512	FOOD SERVICE	FOOD SERVICES	DUES AND FEES	$620.00
	28551	FOOD SERVICE	FOOD SERVICES	DUES AND FEES	$620.00
			Total for DOUGLAS COUNTY ENVIRONMENTAL HEALTH		$1,240.00
FISHPATICK'S					
	28513	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$1,375.20
FRANZ FAMILY BAKERIES					
	28527	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$134.82
	28552	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$240.94
	28572	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$118.35
			Total for FRANZ FAMILY BAKERIES		$494.11
SYSCO PORTLAND, INC					
	0	FOOD SERVICE	FOOD SERVICES	CONSUMABLE SUPPLIES	$0.00
	0	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$11,186.75
			Total for SYSCO PORTLAND, INC		$11,186.75
UMPQUA DAIRY PRODUCTS CO INC					
	28521	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$1,011.26
	28531	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$197.60

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 09/01/2026 **To Date:** 09/30/2026

Fund: 298 FOOD SERVICE

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	28558	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$1,612.02
	28577	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$899.96
			Total for UMPQUA DAIRY PRODUCTS CO INC		$3,720.84
US FOODS INC					
	28522	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$1,646.07
	28559	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$309.09
	28578	FOOD SERVICE	FOOD SERVICES	FOOD--CAFETERIA	$376.75
			Total for US FOODS INC		$2,331.91
WCP SOLUTIONS					
	28523	FOOD SERVICE	FOOD SERVICES	CONSUMABLE SUPPLIES	$200.13
	28579	FOOD SERVICE	FOOD SERVICES	CONSUMABLE SUPPLIES	$407.34
			Total for WCP SOLUTIONS		$607.47
			Total for FOOD SERVICE		**$21,257.74**

Fund: 299 STUDENT BODY FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON.COM					
	0	STUDENT BODY FUND	JR HIGH INSTRUCTION, 7-8	CONSUMABLE SUPPLIES	$222.50
	0	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$131.07
	0	STUDENT BODY FUND	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$98.95
			Total for AMAZON.COM		$452.52
BIGFOOT BEVERAGES LLC					
	28508	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$363.29
BNT PROMOTIONAL PRODUCTS					
	28524	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$710.00
KEL-CEE ACE HARDWARE					
	28515	STUDENT BODY FUND	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$37.97
	28528	STUDENT BODY FUND	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$83.99

Reedsport School District

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 09/01/2026 **To Date:** 09/30/2026

Fund: 299 STUDENT BODY FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	28554	STUDENT BODY FUND	SR HIGH INSTRUCTION, 9-12	CONSUMABLE SUPPLIES	$41.00
			Total for KEL-CEE ACE HARDWARE		$162.96
MARSHFIELD HIGH SCHOOL					
	28516	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$85.00
US BANK CREDIT CARDS					
	0	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$417.97
US FOODS INC					
	28532	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$398.93
	28559	STUDENT BODY FUND	JR/SR HIGH EXTRACURRICULAR	CONSUMABLE SUPPLIES	$231.79
			Total for US FOODS INC		$630.72
			Total for STUDENT BODY FUND		**$2,822.46**

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	$316.23
			Total for SCHOLARSHIP & TRUST FUND		**$316.23**
				Grand Total:	$945,279.51

Recap for FUND for GENERAL FUND

100	GENERAL FUND	$826,986.78
216	TITLE IA	$80,055.58
250	STATE AND LOCAL GRANTS	$11,190.78
252	HIGH SCHOOL SUCCESS	$1,780.00
272	REEDSPORT EDUC ENRICHMEN	$0.00
289	TECHNOLOGY REPLACEMENT	$419.94
291	INSTRUCTIONAL MATERIALS REI	$450.00
298	FOOD SERVICE	$21,257.74
299	STUDENT BODY FUND	$2,822.46
750	SCHOLARSHIP & TRUST FUND	$316.23

End of Report

Executive Summary: Academic Intervention Programs

October 29, 2026 | Elementary and Secondary Schools

Overview

Reedsport School District uses academic intervention structures at both the elementary and secondary levels to identify student needs, provide targeted support, and monitor progress. Both schools emphasize teacher collaboration, data-informed decisions, and regular reviews to adjust instruction and support student growth.

1. Elementary School: K–6 MTSS/RTI Interventions

The elementary school uses a three-tiered Multi-Tiered System of Supports (MTSS) and Response to Intervention (RTI) framework.

Tier 1 – Core Instruction

All students receive core classroom instruction, with a goal of approximately 80% meeting established benchmarks. Over the past two years, the District has emphasized strengthening core instruction through professional development, including IRRE. Instructional strategies include systematic phonics, phonemic awareness, differentiated small-group instruction, vocabulary, reading comprehension, structured writing, and mathematics.

Tier 2 – Targeted Intervention

Students performing below benchmarks receive additional instruction in small groups, typically for 20–30 minutes, three to five days per week, over six to ten weeks. Interventions target specific skill deficiencies in reading, mathematics, and writing. Student progress is monitored every one to two weeks to evaluate effectiveness and determine next steps.

Tier 3 – Intensive Intervention

Students with significant academic deficiencies or who do not respond adequately to Tier 2 receive more intensive support, generally in groups of one to three students for 30–60 minutes daily. Students may also be invited to participate in additional high-dosage tutoring.

2. Secondary School: Academic Intervention Classes

Secondary students are placed into one of four instructional areas: English Language Arts (ELA), mathematics, behavior, or advanced/above-grade-level instruction.

Placement decisions are made collaboratively by teachers using NWEA MAP assessments, state assessment (SBAC) results, classroom grades, teacher recommendations, and performance against classroom standards. At the junior high level, every student is assigned to an intervention class based on this review.

Student progress and placements are reviewed by the teaching team every nine weeks. Students who demonstrate proficiency may move into advanced or above-grade-level instruction, while students who continue to need support in another subject may be reassigned to that intervention area. This flexible approach allows placements to change as student needs and performance change.

Secondary intervention classes provide daily instructional support during the scheduled class period.

3. Districtwide Focus and Next Steps

Both schools are committed to identifying student needs, providing appropriate interventions, and adjusting instruction based on student progress. Continued attention will focus on:

- Data-informed decisions: Use assessment results, classroom performance, and teacher input to guide student placement.
- Progress monitoring: Regularly evaluate student growth and intervention effectiveness.
- Instructional alignment: Ensure interventions reinforce core classroom instruction.
- Flexible placement: Adjust student support as students demonstrate growth or develop additional needs.
- Academic outcomes: Evaluate whether interventions are improving achievement and grade-level proficiency.

Conclusion

Reedsport School District has established intervention systems at both the elementary and secondary levels to address individual student needs. While the delivery models differ, both emphasize targeted instruction, teacher collaboration, and monitoring student progress. Continued refinement of these systems will support improved academic growth and achievement throughout the District.

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 WORK SESSION

DRAFT MINUTES

Saturday, September 26, 2026 / 9:00 AM – 12:00 PM

I. CALL WORK SESSION ORDER – Kim Clardy, Board Chair @ 9:00 AM

A. The Board will not provide community comments and no action will be taken during the Work Session

II. PLEDGE OF ALLEGIANCE – Kim Clardy, Board Chair

III. OREGON SCHOOL BOARD ASSOCIATION (OSBA) BOARD TRAINING – Vince Adams, OSBA

A. BDDH – Public Comment at Board Meetings
B. BBF – Board Member Standards of Conduct
C. BBAA – Individual Board Member's Authority and Responsibilities
D. Board Powers and Duties
E. BD/BDA – Board Meetings
F. Vince Adams facilitated training on effective school board governance, including Board powers and duties, individual Board member authority, and Board-Superintendent roles and responsibilities.
G. Reviewed district policies addressing public comments, Board member standards of conduct, individual Board member responsibilities, and Board meetings.
H. Discussion included public meetings requirements, communication protocols, confidentiality, community engagement, and the distinction between Board governance and district operations.
I. Board members participated in discussions and practical scenarios emphasizing collaboration, effective decision-making, strategic planning, student achievement, and accountability.

IV. ADJOURN WORK SESSION – Kim Clardy, Board Chair @ 12:00 PM

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
DRAFT MINUTES
Wednesday, October 14, 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 BOARD MEETING TO ORDER

- Board called Board Meeting to order at 4:02 PM
- Board Chair Kim Clardy called the meeting to order and announced an Executive Session pursuant to ORS 192.660(2)(f), to consider information or records exempt from public inspection.

I.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.

II. MOVE INTO EXECUTIVE SESSION

- Board moved to Executive Session at 4:02 PM
- The Reedsport School District Board of Directors convened in Executive Session pursuant to ORS 192.660(2)(f), to consider information or records exempt by law from public inspection.
- The Board met with legal counsel regarding confidential legal matters associated with district contracting and procurement procedures.
- No final action or decision was taken during the Executive Session.

III. ADJOUN EXECUTIVE SESSION

- Board adjourned Executive Session at 4:37 PM

IV. CALL WORK SESSION TO ORDER

- Board called Work Session to order at 5:00 PM

IV.A. Agenda Review

- The Work Session included discussion of procurement procedures, proposed RFPs, policy updates, and questions submitted by Board members.

V. ADJOURN WORK SESSION

- Board adjourned Work Session at 5:23 PM

VI. CALL REGULAR SESSION TO ORDER

- Board called Regular Session to order at 5:30 PM

VII. PLEDGE OF ALLEGIANCE

VIII. ESTABLISH A QUORUM

IX. CHANGES TO THE AGENDA

- The revised agenda moved Community Comments earlier in the meeting to provide the public an opportunity to address the Board before reports and action items.

X. PRESENTATION

X.A. House Sorting New Board Members

- Kaylie Laskey, RCCS English Teacher, presented an overview of the RCCS House System, highlighting its emphasis on character development, student engagement, teamwork, and school community.
- New Board members Jennifer Tymchuk and Brianna Ekelund participated in the House Sorting ceremony and were welcomed into the RCCS House System.

XI. ACCOLADES

XI.A. Reedsport Education Enrichment Foundation (REEF) Grants

XI.A.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.

XI.A.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.

XI.A.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

- Written comments from Sandra Donnelly were read regarding the proposed student transportation RFP and the placement of Community Comments on the Board agenda.
- The Board acknowledged the request to move Community Comments earlier in the meeting, which was reflected in the revised agenda.

XIII. REPORTS

XIII.A. Oregon Department of Education (ODE) - Statewide School Facilities Assessment

- Sarah Kirkpatrick, Oregon Department of Education Office of School Facilities, presented information regarding the statewide facilities assessment completed using building conditions documented in 2024.
- She explained how assessment results may assist districts with long-range facilities planning, potential bond measures, and Oregon School Capital Improvement Matching (OSCIM) grant opportunities.
- The assessment information will be provided to the Oregon Legislature in January 2027.

XIII.B. English Learner Program Annual Report

- Presented the Oregon Department of Education's 2024-2025 English Learner Annual Report, published June 2026, and provided an update on the district's English Learner (EL) program.
- The district served 10 EL students, including three newcomers. All EL students enrolled during the 2024-2025 school year demonstrated growth on their English Language Proficiency Assessment (ELPA), and two students exited the program.
- Additional academic support included Title I interventions for six students and Special Education services for one student.
- The district reported a 100% on-time graduation rate for current and former English Learner students.

XIII.C. Association of Reedsport Educators (ARE) Report

- ARE reported on summer professional development, collaborative planning, implementation of new curriculum, and efforts to increase student engagement.
- Staff morale initiatives, Impact Wednesdays, and extracurricular opportunities were highlighted.
- Concerns were expressed regarding declining football participation and the cancellation of the remaining season.

- ARE requested that the Board consider improvements to RCCS exterior door security and access controls as an alternative or priority relative to the proposed security fencing project.

XIII.D. Student Representative to the Board Quarterly Report

- Reported on Homecoming activities, including the October 8 pep assembly recognizing the Homecoming Court and the October 10 dance, attended by approximately 70 students.
- Announced the first student blood drive of the school year, scheduled for October 15, with two additional drives planned.
- Shared that Volleyball Senior Night on October 20 will also recognize cross-country athletes and the senior football player following the cancellation of the football season.

XIII.E. Measures of Academic Progress (MAP) Assessment Data - Fall Report

- Presented Fall 2026 MAP assessment results for Highland Elementary School (HES) and Reedsport Community Charter School (RCCS), including mathematics, reading, language usage, and science.
- HES reported positive trends in student achievement compared to Fall 2025. RCCS discussed using assessment data to identify students needing additional support and provide targeted instruction to improve academic performance.
- The district has implemented high-dosage tutoring and other interventions to support student growth. Science assessments were introduced this school year, establishing baseline data for future comparisons.
- Board members asked how students performing below grade-level expectations are being supported. Administration explained that teachers use individual assessment data to identify learning needs and provide differentiated instruction, interventions, and specialized services.

XIII.F. Superintendent Report

XIII.F.1. Financial Report

- Superintendent Zwemke presented the monthly financial reports provided by the Business Office and invited Board members to submit questions for follow-up.
- The Board discussed declining student enrollment and adjustments to the district's Average Daily Membership (ADM) projections, which affect State School Fund revenue estimates.
- Administration explained that enrollment projections were adjusted downward to reduce the risk of overestimating state funding and requiring future repayment adjustments.

XIII.F.2. Information Technology Department Quarterly Report

- Superintendent Zwemke reported that the IT Department addressed 95 help desk tickets, with a reported 91% resolution rate. Most requests

involved technical support and account issues at the beginning of the school year.

- Summer projects included preparing classroom technology, updating the Synergy student information system, deploying new Chromebooks, and refreshing district technology equipment.
- Current priorities include network improvements, cybersecurity training, staff device replacements, and management of federal E-Rate funding.
- Board discussion included the implementation of BoardBook and the possibility of providing laptops to Board members to improve access to electronic meeting materials.

XIII.F.3. Athletic Director Quarterly Report

- Superintendent Zwemke reported that the RCCS Junior High Football Team remained undefeated, demonstrating strong teamwork and commitment throughout the season.
- Students expressed interest in bringing back the high school Cheer Club, and student athletes demonstrated sportsmanship and support for the Sweet Home School District following the loss of a student athlete.
- The RCCS High School Football Team ended its season early due to injuries, low participation, and declining team morale. Administration expressed hope for additional coaching and program support next season.
- Student athletes demonstrated strong academic eligibility, with most maintaining the academic requirements for participation and utilizing after-school tutoring when needed.

XIII.F.4. ODE 2025-26 Division 22 Compliance Report

- Superintendent Zwemke reported that Reedsport School District met all Oregon Department of Education (ODE) Division 22 standards for the 2025-2026 school year.
- Administration reviewed compliance with instructional time requirements, including considerations related to Governor's Executive Order 26-06.
- Discussion included challenges in meeting physical education requirements due to shared gymnasium and cafeteria space at HES. The district continues to meet requirements through creative scheduling and partnerships, including swimming instruction.
- Administration identified opportunities to strengthen K-12 library and media programs and discussed potential collaboration with neighboring districts to expand professional development opportunities for staff.

XIII.F.5. ODE 2025-26 Integrated Programs (IP) Annual Report and Progress Reflection

- Superintendent Zwemke reviewed the district's Integrated Programs (IP), including the Student Investment Account (SIA), High School Success, Early Literacy, Career and Technical Education (CTE), attendance initiatives, and career-connected learning.
- Administration explained that Integrated Programs funding supports essential student services and staffing, including counseling, nursing, administration, technology, and instructional positions.
- The district is required to report program expenditures, student outcomes, progress, and areas for continued improvement to the Oregon Department of Education (ODE).

XIII.F.6. Strategic Plan

XIII.F.6.a. Students, Staff, and Family District Climate and Culture Survey Options

- Superintendent Zwemke deferred discussion of the Strategic Plan and district climate and culture survey options until later in the meeting.

XIII.F.7. Request for Proposals (RFP) - Project Updates and Board Review

XIII.F.7.a. RCCS Shop and Art Building Seismic Rehabilitation

- Superintendent Zwemke identified the RCCS Shop and Art Building Seismic Rehabilitation RFP as one of the projects scheduled for Board consideration later in the meeting.

XIII.F.7.b. RCCS Shop and Art Building Roof Replacement

- Superintendent Zwemke identified the RCCS Shop and Art Building Roof Replacement RFP as a project scheduled for Board consideration later in the meeting.

XIII.F.7.c. Reedsport Community Charter School (RCCS) Security Fencing Project

- Superintendent Zwemke discussed the proposed security fencing project and its role in improving campus security by directing visitors toward designated building entrances.
- Board discussion included concerns regarding existing exterior door locks and unauthorized access. Administration reported that electronic access control systems, including programmable key fobs, are being researched as an additional security measure.
- Administration emphasized that security fencing and electronic access controls are complementary measures intended to improve overall campus safety.

XIII.F.7.d. District Student Transportation Services

- Superintendent Zwemke identified the proposed District Student Transportation Services RFP as an item scheduled for Board consideration later in the meeting.

XIV. CONSENT AGENDA

I move to approve the Consent Agenda as presented. 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

XIV.A. Approve Board Minutes from September 9, 2026

XIV.B. Accept Certified/Licensed New Hire

XIV.B.1. Christi Joy, Elementary Physical Education Teacher

XIV.C. Accept Donations

XIV.C.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.

XIV.C.2. Accept with gratitude a generous donation of golf balls and auction balls, valued at $300, from Russ Volke in support of the Reedsport Community Charter School Golf Team, helping provide equipment and resources for student athletes.

XIV.C.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

XV.A. DJC and DJCA Policy and AR Update (Third Reading)

- The Board reviewed the proposed revisions to Policy DJC, including the deletion and replacement of existing procurement policies and administrative regulations.
- Board Chair Kim Clardy questioned the elimination of the existing DJC-AR and whether a replacement administrative regulation would be developed. Superintendent Zwemke explained that administrative regulations are developed and maintained by administration to implement Board-adopted policies and would be reviewed and updated following adoption.
- Administration explained that the proposed changes align district procurement procedures with the Oregon Attorney General's Model Public Contract Rules and reflect the Board's role as the Local Contract Review Board.

- Chair Clardy questioned whether the proposed policy changes would affect the existing Lewis Transportation contract, its extension provisions, or the proposed transportation RFP. Superintendent Zwemke explained that contract extensions must be evaluated in the context of the entire agreement and applicable procurement requirements. He also clarified that the policy updates originated from OSBA's April 2024 recommendations and were not initiated in response to the transportation RFP.

XV.A.1. DJC - Bidding Requirements - DELETE - Replace with NEW DJC

I move to delete policy DJC, replacing with new DJC. 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

XV.A.2. DJC-AR - Special Procurements and Exemptions from Competitive Bidding - DELETE - No AR Required for DJC

I move to delete DJC-AR. 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

XV.A.3. DJCA - Personal Services Contracts - DELETE - Replace with NEW DJC

I move to delete policy DJCA, replacing with new DJC. 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

XV.A.4. DJC - Bidding Requirements - NEW - Replacing DJC and DJCA

I move to adopt new DJC policy, replacing DJC and DJCA. 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

XV.B. EBBB - Injury or Illness Reports - Update

I move to approve EBBB-Injury or Illness Reports policy update as presented. 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

XV.C. GBNAA/JHFF and JHFF/GBNAA Policy Update - Mirror Policies

I move to approve GBNAA/JHFF and JHFF/GBNAA mirror policy update as presented. 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

XV.C.1. GBNAA/JHFF - Suspected Sexual Conduct with Students and Reporting Requirements - Update

XV.C.2. JHFF/GBNAA - Suspected Sexual Conduct with Students and Reporting Requirements - Update

XV.D. GCBDA/GDBDA - Family and Medical Leave - Update

I move to approve GCBDA/GDBDA policy update as presented. This motion, made by Cindy Phillips (Vice Chair) 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

XV.E. GCBDC/GDBDC - Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave) - Update

I move to approve GCBDC/GDBDC policy update 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

XV.F. GCBDD/GDBDD - Sick Time - Update

I move to approve the GCBDD/GDBDD policy update as presented. 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

XV.G. GCBDF/GDBDF - Paid Family and Medical Leave Insurance - Update

I move to approve GCBDF/GDBDF policy update as presented. 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

XV.H. JECA - Admission of Resident Students - Update

I move to approve JECA policy update as presented. 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

XV.I. JHCD/JHCDA Policy and AR Update

XV.I.1. JHCD/JHCDA - Medications - DELETE - Replace with NEW JHCD

I move to delete policy JHCD/JHCDA, replacing with new JHCD. 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

XV.I.2. JHCD - Medications - NEW - Replacing JHCD/JHCDA

I move to adopt new policy JHCD, replacing JHCD/JHCDA. 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

XV.I.3. JHCD/JHCDA-AR - Medications - DELETE - Replace with NEW JHCD-AR

I move to delete JHCD/JHCDA-AR, replacing with new JHCD-AR. 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

XV.I.4. JHCD-AR - Medications - NEW - Replacing JHCD/JHCDA-AR

I move to adopt new JHCD-AR, replacing JHCD/JHCDA-AR. 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

XV.J. RCCS Shop and Art Building Seismic Rehabilitation RFP

I move to approve the RCCS Shop and Art Building Seismic Rehabilitation RFP as presented. 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

XV.K. RCCS Shop and Art Building Roof Replacement RFP

I move to approve the RCCS Shop and Art Building Roof Replacement RFP as presented. 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

XV.L. RCCS Security Fencing Project RFP

- Board members expressed concerns regarding the effectiveness of security fencing, noting that individuals could potentially bypass fencing or leave gates unsecured, limiting its effectiveness in preventing unauthorized access.
- Discussion included alternative security measures, particularly electronic door locks and programmable key fob systems that would allow the district to better control and monitor building access.
- Board members questioned the estimated costs of fencing compared to electronic access controls. Superintendent Zwemke provided preliminary cost information and explained that administration was continuing to research available security systems.
- The Board requested additional information regarding the costs and effectiveness of both options before making a decision on the proposed fencing RFP.
- No action was taken.

XV.M. District Student Transportation Services RFP

I move that the Board rejects the proposed RFP for student transportation services and direct the Superintendent to continue good-faith negotiations with Lewis Transportation for a five-year renewal of the districts existing transportation contract. The Superintendent shall not issue, release, or otherwise proceed with an RFP or other competitive solicitation for student transportation services unless and until the Board, at a properly noticed public meeting, specifically authorizes such action. Any proposed contract with Lewis Transportation shall be brought back to the board for review and approval before execution. This motion, made by Kimberly Clardy (Chair) and seconded by Brianna Ekelund, Carried.

Chris Vaughn: Abstain (With Conflict), Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea

Yea: 4, Nay: 0, Recusal (With Conflict): 1

Board Member Chris Vaughn disclosed his longstanding financial advisory relationship with Lewis Transportation, the district's current student transportation contractor, and recused himself from discussion and voting on the motion.

- Board members expressed concerns regarding the potential disruption of student transportation services if the district changed providers, citing the importance of local knowledge, established relationships, responsiveness during emergencies, and continuity of service.
- Discussion included concerns that certain requirements in the proposed RFP may be better suited to larger transportation companies and could disadvantage smaller, locally operated providers.

- Board members questioned specific RFP provisions, including advance notification requirements for management changes, potential route modifications following contract award, and the financial and logistical challenges associated with replacing transportation equipment and facilities.
- Superintendent Zwemke offered to review the proposed RFP language and incorporate Board-requested revisions. The Board Chair instead introduced a motion to reject the proposed RFP and pursue contract renewal negotiations with Lewis Transportation.

XVI. COMMUNITY COMMENTS

- Jim Bunch expressed concerns regarding declining student enrollment, students transferring to neighboring districts, and staff retention. Discussion included the district's plans to gather family feedback through surveys as part of its Strategic Plan. Mr. Bunch also raised an individual personnel matter, which was redirected in accordance with district public comment guidelines.
- Ken McRae asked how the district identifies and supports students performing below grade-level expectations on MAP assessments. He expressed concerns about whether interventions would reduce regular classroom instructional time or emphasize improving test scores rather than student learning. Administration and staff provided clarification regarding targeted instruction, tutoring, and the use of assessment data to support student achievement.
- Jim Bunch returned to ask about the anticipated timeline for negotiations with Lewis Transportation. Discussion included the possibility of providing the Board with a future update regarding contract negotiations.

XVII. DISCUSSION

- During the Discussion section, a Board member requested that the Strategic Plan be placed on the November agenda to review the district's five established goals and identify priorities for the 2026-2027 school year.
- Discussion included the possibility of focusing on selected goals and considering community feedback when establishing Board priorities.

XVIII. BOARD MEMBER COMMENTS

- Board Chair Kim Clardy acknowledged the passing of Knox Story, a community member associated with the Highland Pool and expressed condolences to the family, recognizing the loss to the Reedsport community.

XIX. FUTURE AGENDAS

XIX.A. Wednesday, November 11, 2026 - NO SCHOOL - Veterans Day

XIX.A.1. Friday, November 13, 2026 - FRIDAY SCHOOL

XIX.B. Thursday, November 12 through Saturday, November 14, 2026 - OSBA Annual School Board Convention in Portland

XIX.B.1. Brianna Ekelund, Jennifer Tymchuk, and Jon Zwemke will be attending.

XIX.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

- Board adjourned Regular Session at 7:34 PM

Next School Board Meeting: Wednesday, November 18, 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: Kool Coastal Cruisers

Address: P.O 1092 Winchester Bay, OR 97467

Phone: 707-365-3280 Email: windy56f100@gmail.com

Description of donation: Monetary donation of $500 from Kool Coastal Cruisers to support the Reedsport High School shop program.

Value of Donation: $500.00

Purpose for donation, including any conditions or limitations on the utilization of the donation:

Donation designated for Reedsport High School shop program specifically to support woodworking and welding education. Funds to be used for tools, equipment, materials or other needs directly benefiting students

Signature of Donor: [signature] Date: 12 OCT 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: 11/18/26

Athletic Director: N/A Date: _____

Building Principal: [signature] Date: 10-14-26

Superintendent: [signature] Date: 10-15-26

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: 10/15/26

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: Anonymous

Address: Reedsport

Phone: _____ Email: _____

Description of donation: Full shop - including tools, boxes, tanks, saws, generator, compressor

Value of Donation: $8000.00 estimated

Purpose for donation, including any conditions or limitations on the utilization of the donation:

Shop use

Signature of Donor: Anonymous Date: 10-12-26

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: _____

Athletic Director: _____ Date: _____

Building Principal: _____ Date: 10-19-26

Superintendent: _____ Date: 10-19-26

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: 11-4-26

Revised 05/12/2025

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
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.

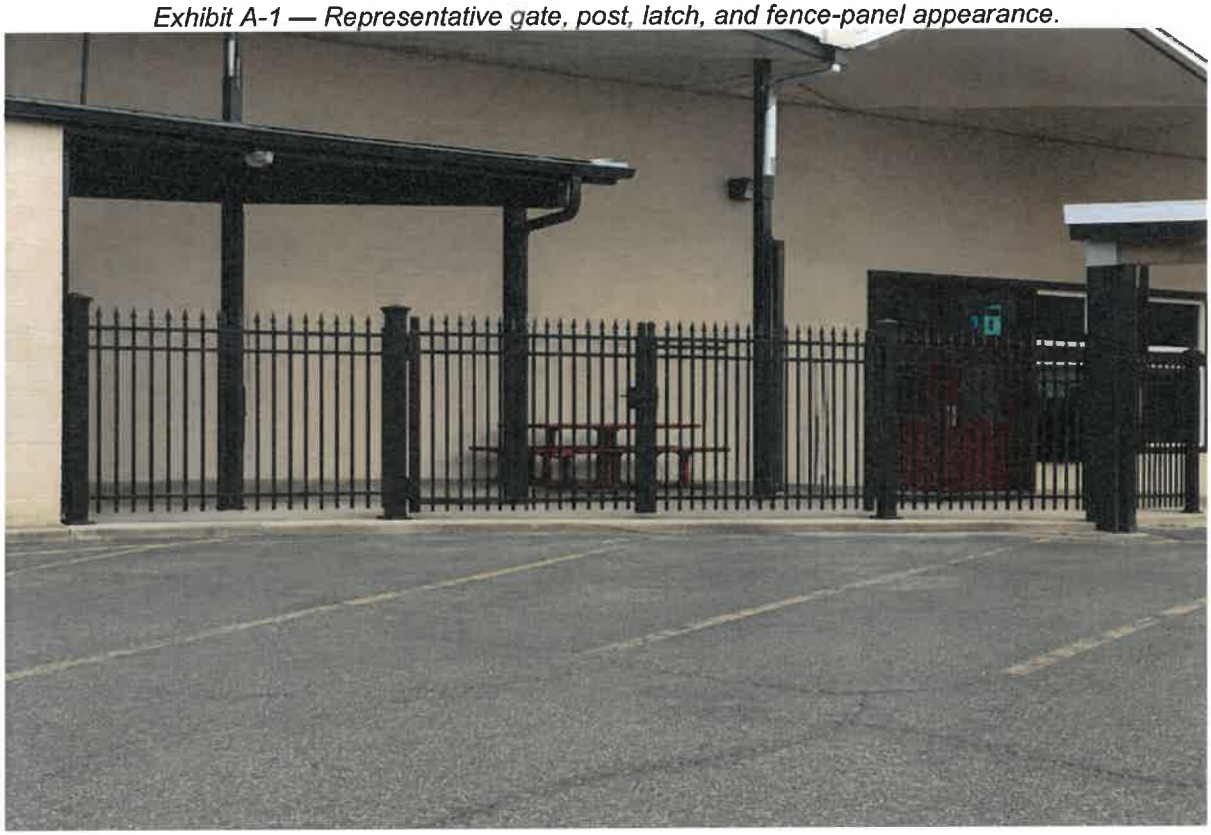


Exhibit A-2 — Representative long-run fence appearance, post spacing, and overall finish



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

OSBA 2026 Elections

Upon receipt of ballot through December 15, 2026

Submission of votes to OSBA. Each member board will vote as a board on each item of OSBA business and submit the votes to OSBA via the OSBA website prior to **December 15, 2026**. Each member board in the appropriate region shall have one vote in the regional elections for members of the OSBA board of directors.

Douglas/South Coast Region Official Ballot

1. Board of Directors Position 09

   ☐ Jacqueline Crook

2. Resolution 1 - Adopts the proposed amendments to the OSBA Bylaws.

   ☐ Yes - adopt

   ☐ No - do not adopt

Board Action Verification

3. Type the name of the district, ESD, or community college board that officially made this vote.
   Reedsport School District 105 Board of Directors

4. Type the meeting date when the board officially made this vote.

   _____

5. Type your name and title.
   Sharmen Tipton, Executive Assistant / Board Secretary

NOMINATION FORM
OSBA BOARD OF DIRECTORS
REGIONAL MEMBER

Date: September 8, 2026

TO:
José Gamero-Georgeson
OSBA President-Elect
Oregon School Boards Association
1201 Court St NE, #400
Salem, OR 97301
Fax: 503-588-2813
E-mail:

Nominations are due by 5 pm, September 30, 2026

Return this form and all candidate information forms to the OSBA office by email at , or mail to Oregon School Boards Association, 1201 Court St. NE, #400, Salem, OR 97301

Dear José Gamero-Georgeson:

With this letter, our board nominates the candidate named below to a position on the OSBA Board of Directors for the South Coast Region, Position # 9.

BOARD CANDIDATE INFORMATION

Name: Jacqueline Crook
District/ESD/Community College: SCESD
Address: 23710 Carpenterville Rd
City: Brookings Oregon ZIP: 97415
E-mail: jacquelinecrook1942@gmail.com Phone: 541-698-7710

This nomination was approved by official action of our board of directors at a duly called meeting on September 8, 2026
(date)

Charlotte J Hutt
Vice ~~Board Chair~~ signature)

Vice ~~Board Chair~~ name: Charlotte J Hutt
District: South Coast ESD
Address: 1350 Teakwood Ave
City, State, Zip: Coos Bay, OR 97420

OSBA Board of Directors
CANDIDATE QUESTIONNAIRE

Name: Jacqueline Crook

Date: 09.15.2026

Address: [redacted]

City/Zip: [redacted]

Business phone:

Residence phone:

Cell phone: [redacted]

E-mail: jacquelinecrook1942@gmail.com

District/ESD/CC: South Coast ESD / Region 7

Term expires: 2029 Years on board: 19

Region: Douglas & South Coast



Position #: 9

I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.

Jacqueline Crook — Name

Sept. 22, 2026 — Date

Be brief; please limit your responses to 50 words per question.

1. Describe in your own words the mission and goals of OSBA.
   - Adequate and stable funding of schools
   - Provide school board members training so they understand their role and make them an effective board member
   - Propose legislation
   - Conduct seminars, conferences, and state convention which will help keep board members informed of current educational issues.

2. What do you want to accomplish by serving on the OSBA board of directors?
   - Continue my work on the governance committee
   - Bring unity to our organization
   - Help local boards understand the value of the services OSBA provides to member boards

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.
   - Loyalty
   - Trustworthy
   - Active participant in meetings
   - Ability to see both sides of an issue

   During a committee meeting, we were having a difficult discussion on an issue. I was able to provide a solution that solved the problem.

OSBA Board of Directors

4. What do you see as the two most challenging issues faced by OSBA?

   - Reviewing policies, procedures, by-laws, guidelines
   - Financial

5. What do you see as the two most challenging issues faced by your region?

   - Absenteeism
   - Declining student enrollment
   - Staffing: teachers, IA, and specialists

6. What is your plan for communicating with boards in your region?

   - Attend individual district board meetings
   - Attend fall and spring roadshows
   - State conference: facilitate round-table discussion
   - Email important information
   - Weekly updates during legislative session

Please continue to the next section.

OSBA Board of Directors
CANDIDATE PERSONAL/PROFESSIONAL RESUME

Work or service performed for OSBA or local district (include committee name and if you were chair):

OSBA:
- Presider at several state conventions | Member of the governance committee

LOCAL

Other education board positions held/dates:

- Pistol River School District

Occupation (Include at least the past five years):

Employers:	Dates:
Gold Beach Elementary School	1964 - 1997
Gold Beach High School	2000 - 2001

Schools attended (Include official name of school, where and when):

High school: Gresham Union High School

College: Oregon College of Education

Degrees earned: BS

Education honors and/or awards:

Other applicable training or education:

- Learning styles training
- Structure of the Intellect - Trainer

Activities, other state and local community services:

- Local Food Bank
- Gold Beach Community Fun Fair
- Curry County Fair Board

Hobbies/special interests:

- Fishing
- Travel
- Reading

Business/professional/civic group memberships; offices held and dates:

- Delta Kappa Gamma - 1975 - 1980
- Delta Kappa Gamma, President - 1979 - 1980
- Delta Kappa Gamma, Co-Chair State Convention - 1980

Additional comments:

2026 OSBA BYLAWS BALLOT MEASURE

OSBA Governance Changes

A summary for member boards: what would change, why, and what comes next

To OSBA member boards,

In 2026, OSBA's Board Governance Committee led a review of how the association is governed. On September 19, 2026, the OSBA Board of Directors adopted a resolution to amend the OSBA Bylaws and referred it to you, our members, for a vote during the 2026 election cycle.

This summary explains what the amendments would change, why, and what would stay the same. The bylaws set the overall framework. Many supporting details would be worked out afterward through Board policy and operating procedures, with input from the people most affected. Each section lists those open details and who will decide them.

Each member board will vote on the amended bylaws as a single ballot measure. Approval requires two-thirds of returned ballots. The full text of the Board's resolution is included in the voting packet.

We encourage every member board to read the "At a Glance" page and discuss it before voting.

OSBA Board Governance Committee

At a Glance

The ballot measure contains four central changes, plus several smaller technical updates described later in this summary.

THE FOUR CENTRAL CHANGES

1

Ex-officio advisor seats. Would end the standing list of named,non-voting advisors on the Board. The Board could still invite advisors when needed.

2

Caucuses. Caucuses would advise the executive director instead of the Board. The executive director would establish caucuses using criteria the Board sets in policy. Today, adding or removing a caucus requires a member vote to amend the bylaws.

3

Caucus Council. Would create a new Caucus Council, with one representative from each caucus, to advise the Board. The two caucus seats on the Board would become two seats filled by the Board on the Council's recommendation. The Council would also have new pathways to additional leadership.

4

Legislative Policy Committee (LPC). Board members would choose whether to serve on the LPC instead of being required to. The Caucus Council would also have LPC seats (number determined in policy).

WHAT IS NOT CHANGING

Board size. The Board would keep up to 25 voting directors: up to 22 elected by region, plus 2 recommended by the Caucus Council.

Caucus seats during the transition. The two established caucuses would keep their Board seats until the new Caucus Council directors are appointed, or until the end of 2027, whichever comes first.

Caucus voice in governance. Caucuses would continue to have a path to leadership through the two Caucus Council seats and committee seats.

Board oversight of funding. The Board would continue to set caucus funding through the annual budget.

Why these changes

Members told us that the Board's size, unclear roles, and confusion between governance and advocacy are the biggest barriers to an effective Board. These changes are a first, measured step. The Governance Committee will review their impact after one year before recommending anything further, including any change to Board size.

Background

How the review was done

As part of OSBA's regular governance review cycle, the Board engaged Coraggio Group in 2026 to assess OSBA's governance structure. The assessment gathered input from:

188 survey respondents, 12 stakeholder interviews, and 7 focus groups, representing the Board, staff, member districts of every size, the caucuses, and the PRIDE Advisory Committee

A review of school board association bylaws in more than 30 states

Coraggio Group reported its findings in June 2026. The Governance Committee then held a design retreat on August 3, recommended bylaws amendments on August 24, and the Board adopted and took action to refer them to the membership on September 19.

Guiding principles

Four principles, set at the start of the review, shaped which changes moved forward:

Efficiency

Design structures that make purposeful use of staff resources and board member time. Every committee, caucus, and process should add clear value.

Effectiveness

Ensure governance structures enable the board to fulfill its core responsibilities: strategic oversight, policy governance, fiduciary accountability, and organizational leadership.

Engagement

Ensure boards as entities have genuine opportunities to participate and inform decisions without creating administrative burden or unnecessary complexity.

Representation

Balance representation between boards as fundamental units and districts serving larger student populations, ensuring all member voices carry appropriate weight while maintaining geographic practicality.

What we heard

- Board size was named by every member group as the greatest opportunity to improve efficiency, and **69%** of Board and staff respondents named it as a structure that should be re-evaluated.
- Confusion between governance and advocacy was the most-cited barrier to Board effectiveness (**29%** of all respondents), followed by unclear roles (**26%**).
- Board and staff rated the Board's understanding of OSBA's Board work **2.6 out of 5**, though they rated orientation **3.9**.
- The non-voting ex-officio seats were rated the least active and least impactful Board roles. **39%** of Board and staff respondents flagged them.
- Both caucuses and the advisory committee received below-target effectiveness ratings. Members of each group flagged their own group's structure for re-evaluation: **69%** of advisory committee respondents, **63%** of Rural Caucus respondents, and **56%** of Members of Color Caucus respondents flagged their own body's structure for re-evaluation.

The Four Central Changes

1. Ex-officio advisor seats

TODAY

Up to 25 voting directors: 22 elected by region, plus one from the Oregon School Board Members of Color Caucus and one from the Oregon Rural School Board Members Caucus. The bylaws cap the Board at 25 voting persons (Sec. 3.3).

Five named, non-voting ex-officio advisors: an NSBA director elected from Oregon; the executive director of the Coalition of Oregon School Administrators; the chair-elect of the Oregon Association of Education Service Districts; the board president of the Oregon Community College Association; and the chair of the State Board of Education.

WHAT WOULD CHANGE

The named list of ex-officio advisors would be removed.

The Board could designate non-voting ex-officio advisors as needed (Sec. 3.5.4).

WHY

The ex-officio role and its relationship to the Board were never clearly defined. These seats were rated the least active and least impactful Board roles, and 39% of Board and staff respondents flagged them. Peer state associations seat 14 to 19 voting directors; OSBA seats up to 25.

2. Caucuses would advise the executive director

TODAY

Two caucuses are named in the bylaws: the Oregon School Board Members of Color Caucus and the Oregon Rural School Board Members Caucus.

Each holds a guaranteed Board seat and LPC seat and advises the Board directly.

A caucus can be created or eliminated only by a bylaws amendment approved by members.

The PRIDE Advisory Committee is not named in the bylaws. It advises the Board and has no guaranteed Board or LPC seat.

WHAT WOULD CHANGE

The executive director would establish caucuses that support OSBA's vision, mission, and goals, following criteria the Board adopts in policy.

Caucuses would advise the executive director instead of the Board. The Caucuses would no longer be approved by the membership.

The two current caucuses would no longer be named in the bylaws. The expectation is that they would be re-established under the new framework, but that would happen through policy, not through this ballot measure.

The PRIDE Advisory Committee is not addressed in the bylaws, so this measure has no immediate effect on its status. Any change would come through Board policy.

Staff support would be defined in caucus operating procedures and an executive director framework rather than in the bylaws.

The Board would continue to evaluate the executive director, providing accountability for groups that report to that position.

WHY

Today the two caucuses and the advisory committee have different budgets, seats, authority, and resources. A single framework would give every caucus the same pathway and the same rules.

Reporting to the executive director would connect caucuses more directly to OSBA staff and day-to-day operations, providing greater flexibility in how they conduct their work while supporting effective coordination and implementation.

STILL TO BE DECIDED

- Criteria and safeguards for establishing a caucus, grounds for dissolving one, and an appeal to the Board if a caucus request is denied or is dissolved (OSBA Policy Committee)
- How caucus leaders are selected, how long they serve, and how leadership rotates (caucus operating procedures)
- What staff provide to caucuses and how staff take part in their meetings (caucus operating procedures and executive director framework)
- How Oregon public meetings law applies to caucus meetings (OSBA Policy Committee, with legal review)

3. A new Caucus Council, and caucus seats on the Board

TODAY	WHAT WOULD CHANGE
Each of the two caucuses designates one voting director to the Board and Legislative Policy Committee. Each caucus manages its own budget. Adding a caucus adds a seat on both the Board and the LPC.	A new Caucus Council, advisory to the Board, composed of one Board-approved representative from each caucus, (Sec. 4.4.4). The Council would recommend two people for the Board to appoint as full voting directors (Secs. 3.5, 3.5.3). These replace the two current caucus seats. The Council would have the option to recommend a Finance Committee member, LPC members, and members to other Board committees. Recommendations would be subject to the approval of the Board. The Council would adopt operating procedures (Sec. 4.4.2), keep minutes, report at Board meetings, follow public meetings law (Sec. 4.5), and file a year-end report (Sec. 4.4.6). The Board would set the Council's budget (Sec. 4.4.5), as it sets caucus budgets today. New caucuses would join the Council without adding Board seats.

Filling seats and the transition

Officer overlap. If the president or immediate past president is a Caucus Council director, the Council would select an additional director for that term (Sec. 3.5.3).

Start date. The new structure would take effect July 1, 2027, to allow time to develop the supporting policies and procedures

Transition. The two current caucus directors would keep their seats until the Board appoints the two Council directors, or until the end of 2027, whichever comes first.

WHY

One Council would give every caucus, current and future, the same pathways to leadership. The Council structure allows new caucuses to be added without expanding the Board or revising the bylaws each time a caucus is created. This provides greater flexibility while addressing member concerns about Board size.

STILL TO BE DECIDED

- The Council's operating procedures, including how it selects candidates for its two Board seats (OSBA Policy Committee)
- How Caucus Council budget is distributed to individual Caucuses (Caucus Council)

4. Legislative Policy Committee (LPC)

TODAY

Members: all voting Board members, elected regional representatives (Sec. 4.1.3(c)–(e)), the President as an ex-officio voting member, and one designee from each caucus.

Board policy (Policy 2100) requires every director to serve on the LPC.

The bylaws set two-year terms for LPC seats, with terms starting in January 1 of even-numbered years.

WHAT WOULD CHANGE

Members: Board members who choose to serve; the president (ex officio, voting); all Executive Committee members (required to serve); elected regional representatives; and members recommended by the Caucus Council (Sec. 4.1.3(b)).

Two-year terms starting January 1 of even-numbered years, with members being limited to up to five consecutive terms, then eligible again after a two-year break (Sec. 4.1.3(f)).

WHY

Requiring every director to serve on the LPC blurred the line between governance and advocacy, the barrier to effectiveness respondents named most often. Voluntary service would place directors on the LPC who are ready and have capacity for the advocacy role. Term limits would create predictable rotation and new leadership pathways. Seating Council designees would keep caucus representation on the LPC through one consistent process.

STILL TO BE DECIDED

- How directors indicate interest in LPC service, and how seats are filled (OSBA Policy Committee)
- How many Caucus Council designees serve on the LPC (Board and Caucus Council)
- How current members, and directors who join mid-cycle, move into the new term cycle (OSBA Policy Committee)

Other Changes on the Same Ballot

These technical updates are part of the same ballot measure. Items already covered above are noted, not repeated.

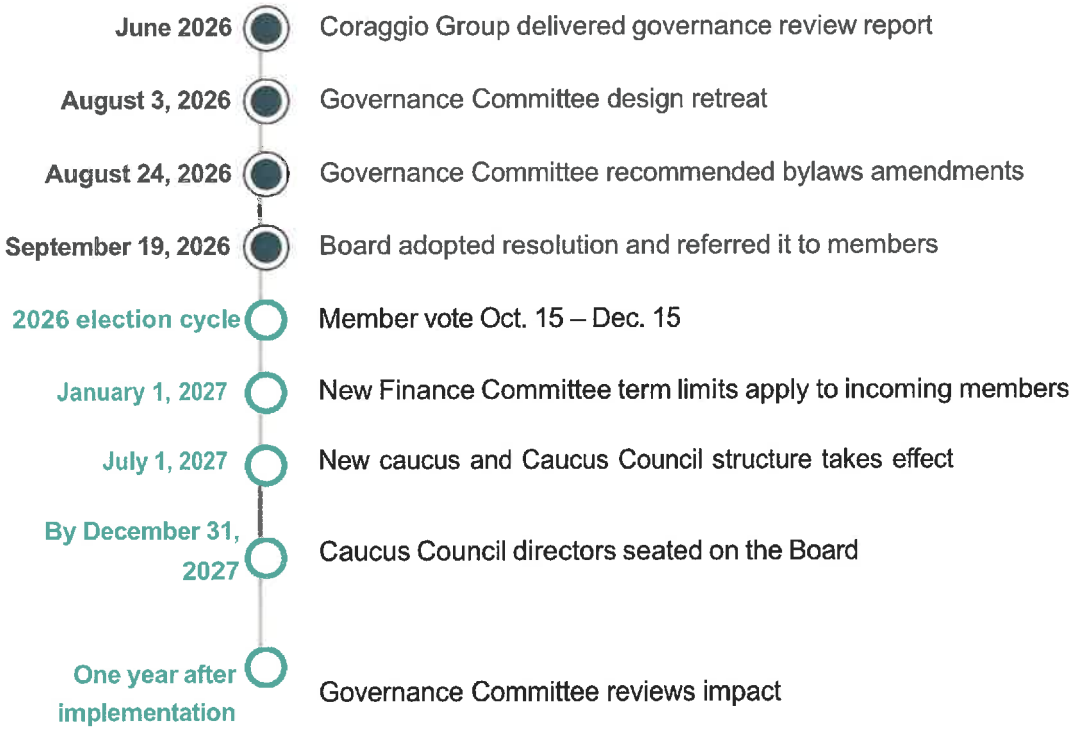
CHANGE	WHAT IT DOES
Resolution deadline (2.5)	Moves the deadline for submitting resolutions to the Board from September 30 to September 15.
Region declaration (2.6.2)	Clarifies that if a member has a main administrative office in more than one region, the member must declare which region it intends to vote and shall only vote in that region.
Regional review (2.7)	Formal review of OSBA's regions would happen at least every five years instead of every three.
Annual meeting (2.8)	Keeps the annual members' meeting but drops the requirement that it be in person in November. OSBA would still report on its activities and finances at least once a year.
Quorum and approval (2.13, 2.14)	Blank ballots and abstentions would count toward quorum but would not count as "no" votes.
Board vacancies (3.6)	Clarifies that the Board would be able to fill any vacant director seat by appointment, except an extra seat created under Sec. 3.5.1(e) when the president or immediate past president is no longer from that region.
Contiguous regions (3.6)	Ends the option of appointing a director from a neighboring region. Directors would have to come from the region they represent.
Finance Committee term limits (4.1.2)	Members starting on or after January 1, 2027, would be able to serve five consecutive two-year terms, then return after a two-year break. Current members would not be affected.
Officer reelection (5.4)	Clarifies that an officer (other than the past president) whose Board seat is up for election would have to be reelected by their region to remain an officer.
Also on the ballot	Caucus director transition (3.5.3) and Finance Committee Council designee (4.1.2): see Change 3. LPC terms (4.1.3(f)): see Change 4.

Improvements Already Underway (No Vote Needed)

These improvements fall within the Board's and staff's existing authority. Several are already in progress.

AREA	WHAT IS CHANGING
Onboarding	Written role descriptions at recruitment, mentoring for new directors, and a check-in at six to eight months.
Board and LPC expectations	Written attendance and engagement expectations and a way to track them, applying equally to regional and Caucus Council directors.
Regional director role	Clarifies that regional directors are a point of contact for member boards, not their delegates, and owe their primary duty to the association as a whole as its fiduciaries.
Governance training	Ongoing training on Board, staff, and officer roles, fiduciary duty, and officer eligibility.
Member communication	Clear ownership of member communication, a regular governance digest and legislative updates, and roadshows redesigned for two-way dialogue.
Meetings	In-person sessions for complex decisions and more emphasis on preparation before meetings.

Timeline


June 2026
Coraggio Group delivered governance review report
August 3, 2026
Governance Committee design retreat
August 24, 2026
Governance Committee recommended bylaws amendments
September 19, 2026
Board adopted resolution and referred it to members
2026 election cycle
Member vote Oct. 15 – Dec. 15
January 1, 2027
New Finance Committee term limits apply to incoming members
July 1, 2027
New caucus and Caucus Council structure takes effect
By December 31, 2027
Caucus Council directors seated on the Board
One year after implementation
Governance Committee reviews impact

Policy Updates for November 18, 2026

Policy Code	AR's	Policy Name	Requirements	Notes	Update Month
EBBA		First Aid**	Delete		April 2024
EBBA	AR	First Aid - Infection Control	Delete		April 2024
EBBA		Student Health Services** (From April 2026 Updates)	Highly Recommended	NEW	April 2026
EBCB		Emergency Procedure Drills and Instruction	Highly Recommended		April 2024
GBEB		Communicable Diseases in Schools	Highly Recommended		April 2024
IGBAB/JO	AR	Education Records/Records of Students with Disabilities (AR - ~~Requires~~ Board Approval)	Required	Mirror AR	August 2025
JO/IGBAB	AR	Education Records/Records of Students with Disabilities (AR - Requires Board Approval)	Required	Mirror AR	August 2025
IIA		Instructional Materials **	Highly Recommended		August 2025
IKF		Graduation Requirements **	Conditionally Required		August 2025
JHC		Student Health Services and Requirements**	Delete		April 2024
JHCA/JHCB		Immunization and School Sports Participation**	Highly Recommended		April 2024
JHCCF		Pediculosis (Head Lice)	Delete		April 2024
JHCCF	AR	Pediculosis (Head Lice)	Delete		April 2024
JOA		Directory Information **	Required		August 2025

EBBA Student Health Services

November 2026 Policy Update Summary

OSBA designation

EBBA – First Aid: Delete
EBBA-AR – First Aid – Infection Control: Delete
EBBA – Student Health Services: Highly Recommended; adopt the April 2026 version

OSBA introduced Student Health Services in April 2024 and revised it in April 2026. The Board is considering one replacement policy using the latest version.

Why OSBA Updated This Policy

Oregon's health services rule, OAR 581-022-2220, requires a written health services plan that is implemented and updated annually. OSBA reorganized related policies in 2024 to reflect that rule. OSBA's 2026 model adds wording on limits to administrative direction of nursing practice under ORS 342.458. Jon's corrected draft retains that paragraph.

OSBA designates the policy Highly Recommended. The underlying legal requirements are mandatory; adopting OSBA's exact wording is a local policy decision.

What Changes for Reedsport?

1. EBBA expands from first aid to student health services.

RSD's March 2023 policy focuses on immediate first aid, emergency procedures, supplies, and staff certification. The replacement covers health care space, disease prevention, communication, screenings, medication procedures, infection control, and services for students with medical needs.

2. Administration maintains an annual health services plan.

The plan covers all owned or leased facilities where students attend regular programming, including nursing assessment, individual health plans, and support during covered activities and transportation. The plan and services must be implemented; policy adoption alone does not establish compliance.

3. The 2026 nurse-supervision wording is retained.

The main substantive addition to OSBA's 2026 model explains supervision of nurses. Jon's corrected draft marks this paragraph green for retention. It states that non-nurse staff may supervise employment matters, including work hours, locations and workload, while administrators may not direct nursing practice. ORS 342.458 also prohibits other staff from directing that practice.

The law permits consultation about nursing and student safety and does not require the district to provide a clinical supervisor. Green text also retains the nurse's role as an instructional staff member and a resource to teachers on health-related information and materials.

4. Jon's suggested deletions remove details from the model.

Red text proposes deleting the first-aid/CPR/AED position list, nursing licensure and delegation paragraphs, and menstrual-product dispenser sentence. The nurse-supervision and instructional-resource paragraphs are retained, not deleted.

These deletions omit selected model details from EBBA; they do not waive certification, nursing licensure or delegation rules, or menstrual-product requirements. The written health services plan provisions remain.

5. First-aid and infection-control content is reorganized.

EBC, adopted in August 2026, already covers health-emergency procedures, first-aid supplies in facilities and vehicles, staff awareness, and certified staffing and training. OSBA recommends deleting EBBA-AR in favor of current OSHA requirements and training. Infection-control procedures still require implementation.

What Does Not Change?

First aid, emergency response, infection prevention, medication procedures, and required student health services remain district responsibilities. Nurses must meet licensing and delegation rules. Administration maintains the health services plan and supervises employment matters within legal limits. Required menstrual-product access continues despite the proposed deletion.

Important Board Considerations

- EBC already covers core first-aid requirements, certification, and activity coverage. Coordinate EBBA adoption with EBC.
- Confirm responsibility for annual plan updates and that staffing, training, equipment, and procedures meet the requirements.
- EBC's one-per-60-students certification standard and annual emergency-plan training remain. Maintain staff assignments and certification records in district procedures.
- Confirm how nursing licensure, delegation, and required menstrual products are addressed outside EBBA. Retain the green supervision and instructional-resource paragraphs. Remove leftover brackets and the editorial note "This section added to the April 2026 update."
- Align nursing job descriptions, supervision practices, and applicable bargaining agreements with ORS 342.458. Follow district procedures for removing EBBA-AR.

Legal Basis

OAR 581-022-2220 governs health services planning, nursing, first-aid staffing, and emergency plans. ORS 342.458, enacted through HB 2948 (2025), governs nurse responsibilities and supervision. Related authorities include ORS 336.201, ORS Chapter 678, OAR Chapter 851, Oregon OSHA bloodborne-pathogen requirements; and ORS 326.545/OAR 581-021-0590 (menstrual products).

Sources: RSD's EBBA/AR; EBC (August 2026 adoption reported by district); OSBA's April 2024/2026 updates; Jon's corrected color-coded sample; and official sources. Reviewed October 26, 2026.

Oregon health services rule

HB 2948 enrolled text

Menstrual-product dispenser requirements

What Is the Board Being Asked to Do?

Delete EBBA – First Aid and adopt EBBA – Student Health Services after deciding Jon's proposed deletions and finalizing the text. Process EBBA-AR removal under district procedures. Continue implementing first-aid requirements under EBC and applicable infection-control procedures.

Board Packet Summary

Replace EBBA – First Aid with Student Health Services and remove EBBA-AR under district procedures. The proposal retains annual health planning, the 2026 nurse-supervision limits, and the nurse's instructional-resource role. It omits selected model details on certification positions, licensure, delegation and menstrual products; legal duties continue. EBC retains first-aid requirements. OSBA recommends the policy; underlying legal requirements are mandatory.

Delete

Reedsport School District

Code: EBBA
Adopted: 1/15/90
Revised/Readopted: 3/08/23
Orig. Code: EBBA

First Aid**

In cases of sudden illness or injury to a student or staff member, first aid will be given by school staff. Further medical attention for a student is the 'responsibility of the student's parent(s), or of someone the parent(s) designate in the case of an emergency.

Each principal is charged with providing for the immediate care of ill or injured persons within their area of responsibility.

Staff members shall report self-administered first -aid treatment to an immediate supervisor.

In each district facility, procedures for handling health emergencies will be established and made known to staff. Each district facility and district vehicle will be equipped with appropriate first-aid supplies and equipment.

All employees are expected to know where first-aid supplies and equipment are kept in their work areas. Designated employees in each building shall hold current first-aid cards. In compliance with Oregon Administrative Rules, each school shall have, at a minimum, at least one staff member with a current first-aid card for every 60 students enrolled.

END OF POLICY

Legal Reference(s):

ORS 30.800

OAR 437-002-0042
OAR 437-002-0120 to -0139
OAR 437-002-0161
OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2225
OAR 581-053-0003(37)
OAR 581-053-0220(3)(B)(iii)
OAR 581-053-0320(5)(b)
OAR 581-053-0420(2)(f)(B)

Cross Reference(s):

GB - General Personnel Policies
GBE - Staff Health and Safety

Delete

OSBA Model Sample Policy

Code: EBBA
Adopted:

DELETE

First Aid**

(Recommend delete. Considering recent changes to the health services OAR 581-022-2220, several OSBA model policies have been revised. This content has been revised according to the OAR and reorganized into EBC.)

In cases of sudden illness or injury to a student or staff member, first aid will be given by school staff. Further medical attention for a student is the responsibility of the student's parent(s), or of someone the parent(s) designate in the case of an emergency. Each principal is charged with providing for the immediate care of ill or injured persons within their area of responsibility.

Staff members shall report self-administered first-aid treatment to an immediate supervisor.

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

Designated employees in each building shall hold current first-aid cards. In compliance with Oregon Administrative Rules, each school shall have, at a minimum, at least one staff member with a current first-aid card for every 60 students enrolled or an emergency response team per building. Such team shall consist of no less than six persons who hold current first-aid/CPR cards and who are trained annually in the district and building emergency plans. Names of the designated employees will be posted.

END OF POLICY

Legal Reference(s):

ORS 30.800
OAR 437-002-0042
OAR 437-002-0120 -0139
OAR 437-002-0161
OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2225
OAR 581-053-0003(37)
OAR 581-053-0220(3)(B)(iii)
OAR 581-053-0320(5)(b)
OAR 581-053-0420(2)(f)(B)

DELETE

New April 2024

OSBA Model Sample Policy

Code: EBBA
Adopted:

Student Health Services**

{Highly recommended policy. The requirement for school districts to develop and implement a health services plan comes from OAR 581-022-2220.}

Although the district's primary responsibility is to educate students, the students' health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices. A health services plan shall be developed, implemented, and updated annually. The plan shall describe a health services program for all students at each facility that is owned or leased where students are present for regular programming.

The district shall maintain a written prevention-oriented health services plan for all students. The health services plan will[1]:

1. Explain available health care space that is appropriately supervised and adequately equipped for providing health care and administering medication or first aid;

2. Refer to available communicable disease prevention and management plan that includes school-level protocols[2];

3. Outline a district-to-school communication plan[3];

4. Provide information about health screenings, including immunizations and TB certificate requirements;

5. Describe how services for all students, including those who are medically complex, medically fragile or nursing dependent, and those who have approved 504 plans, individual education program plans, and individualized health care plans or special health care needs are managed[4];

6. Integrate school health services with school health education programs and coordinate with health and social service agencies, public and private;

7. Describe how hearing, vision and dental screenings are managed and/or verified for required students[5];

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[1] For exact language and complete requirement, see OAR 581-022-2220(1).

[2] For specific protocol content requirements, see OAR 581-022-2220(1)(b).

[3] For requirements of this plan see OAR 581-022-2220(1)(c).

[4] For more information regarding these requirements see ORS 336.201 and 339.869, OARs 581-021-0037, 581-015-2040, 581-015-2045, 851-045-0040 – 0060, and 851-047-0010 – 0030.

[5] For vision screening or eye examination or dental screening information see ORS 336.211 and 336.213.

8. Include a process to assess and determine a student's health services needs, including availability of a nurse to assess student nursing needs upon, during, and following enrollment with one or more new medical diagnose(s) impacting a student's access to education, and implement a student's individual health plan prior to attending school[6];

9. Comply with OR-OSHA Bloodborne Pathogens Standards for all persons who are assigned to job tasks which may put them at risk for exposure to body fluids[7];

10. Refer to adopted policy and procedures for medications in accordance with Oregon law[8];

11. Include guidelines for the management of students who are medically complex, medically fragile, or nursing dependent as defined by ORS 336.201, including students with life-threatening food allergies and adrenal insufficiency while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before-school or after-school care programs on school-owned property, and in transit to or from school or school-sponsored activities[9][; and][.]

12. [List the positions in the district which shall be required to obtain and maintain a first-aid/CPR/AED card in accordance with OAR 581-022-2220(3).]

[Any nurse(s) employed by the district and providing services to students on behalf of the district shall be licensed in Oregon to practice as a registered nurse or nurse practitioner or be a licensed practical nurse (LPN) in alignment with LPN supervision requirements of OAR 851-045-0050 – 0060.

A nurse employed by the district shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of a student prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee.[10]

A nurse employed by the district will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.]

[The district provides a menstrual product dispenser with a variety of products in every student bathroom[11] which meets the requirements of law.]

END OF POLICY

Legal Reference(s):

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[6] For definitions for this policy see ORS 336.201.

[7] OAR 437-002-0360 lists various health and safety regulations that apply in the employment setting.

[8] Medication laws can be found in ORS 339.866 – 339.874 and OAR 581-021-0037; relevant Board policy includes JHCD/JHCDA - Medications.

[9] For guideline requirements see OAR 581-022-2220(1)(k).

[10] For additional delegation requirements see OAR 851-047-0030.

[11] ["Student bathroom" means a bathroom that is accessible by students, including a gender-neutral bathroom, a bathroom designated for females, and a bathroom designated for males. (OAR 581-021-0587)]

ORS 329.025
ORS 332.107
ORS 336.201
ORS 336.204
ORS 336.211 – 336.214
OAR 581-021-0017
OAR 581-021-0031
OAR 581-021-0587
OAR 581-021-0590
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2515

Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

OSBA Model Sample Policy

Code: EBBA
Adopted:

Suggested updates are color coded:
BLUE – OSBA Suggested Updates
~~BLUE~~ – OSBA Suggested Delete
RED – Jon Suggested Delete
GREEN – Jon Suggested Keep

Student Health Services */**

Although the district's primary responsibility is to educate students, the students' health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices. A health services plan shall be developed, implemented, and updated annually. The plan shall describe a health services program for all students at each facility that is owned or leased where students are present for regular programming.

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1. Explain available health care space that is appropriately supervised and adequately equipped for providing health care and administering medication or first aid;

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3. Outline a district-to-school communication plan[3];

4. Provide information about health screenings, including immunizations and TB certificate requirements;

5. Describe how services for all students, including those who are medically complex, medically fragile or nursing dependent, and those who have approved 504 plans, individual education program plans, and individualized health care plans or special health care needs are managed[4];

6. Integrate school health services with school health education programs and coordinate with health and social service agencies, public and private;

7. Describe how hearing, vision and dental screenings are managed and/or verified for required students[5];

8. Include a process to assess and determine a student's health services needs, including availability of a nurse to assess student nursing needs upon, during, and following enrollment with one or more

[1] For exact language and complete requirement, see OAR 581-022-2220(1).

[2] For specific protocol content requirements, see OAR 581-022-2220(1)(b).

[3] For requirements of this plan see OAR 581-022-2220(1)(c).

[4] For more information regarding these requirements see ORS 336.201 and 339.869, OARs 581-021-0037, 581-015-2040, 581-015-2045, 851-045-0040 – 0060, and 851-047-0010 – 0030.

[5] For vision screening or eye examination or dental screening information see ORS 336.211 and 336.213.

new medical diagnose(s) impacting a student's access to education, and implement a student's individual health plan prior to attending school[6];

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11. Include guidelines for the management of students who are medically complex, medically fragile, or nursing dependent as defined by ORS 336.201, including students with life-threatening food allergies and adrenal insufficiency while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before-school or after-school care programs on school-owned property, and in transit to or from school or school-sponsored activities[9] [; and] [.]

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[Any nurse(s) employed by the district and providing services to students on behalf of the district shall be licensed in Oregon to practice as a registered nurse or nurse practitioner or be a licensed practical nurse (LPN) in alignment with LPN supervision requirements of OAR 851-045-0050 – 0060.

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This section added to the April 2026 update:
An administrator or other staff who is not a nurse may supervise, evaluate or direct a school nurse or registered nurse for purposes related to the nurse's role as a school employee, including but not limited to assigning the nurse's work hours, locations and workload and other matters addressed through a collective bargaining agreement. An administrator may not direct the school nurse or registered nurse in the practice of nursing.

A nurse employed by the district will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.]

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[6] For definitions for this policy see ORS 336.201.

[7] OAR 437-002-0360 lists various health and safety regulations that apply in the employment setting.

[8] Medication laws can be found in ORS 339.866 – 339.874 and OAR 581-021-0037; relevant Board policy includes JHCD/JHCDA - Medications.

[9] For guideline requirements see OAR 581-022-2220(1)(k).

[10] For additional delegation requirements see OAR 851-047-0030.

[The district provides a menstrual product dispenser with a variety of products in every student bathroom[11] which meets the requirements of law.]

END OF POLICY

Legal Reference(s):

ORS 329.025
ORS 332.107
ORS 336.201
ORS 336.204
ORS 336.211 – 336.214
ORS 342.458
OAR 581-021-0017
OAR 581-021-0031
OAR 581-021-0587
OAR 581-021-0590
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2515

Every Student Succeeds Act, 20 U.S.C. § 7928 ~~(2018)~~ (2024).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ~~(2018)~~ (2024).

[11] ["Student bathroom" means a bathroom that is accessible by students, including a gender-neutral bathroom, a bathroom designated for females, and a bathroom designated for males. (OAR 581-021-0587)]

Reedsport School District

Delete AR

Code: EBBA-AR
Revised/Reviewed: 12/28/98; 3/08/23
Orig. Code: EBBA-AR

First Aid - Infection Control

Health services information about the transmission of diseases including AIDS and HBV[1] focuses on "body fluids" as a possible carrier of organisms that can infect others. The term includes drainage from cuts and scrapes, vomit, urine, feces, respiratory secretions (nasal discharge), saliva, semen and blood. While any contact with the body fluids of another person represents a risk, the level of risk is very low. The risk is increased if the fluid comes in contact with a break in the skin of another individual. Generally, simple, consistent standards and procedures of cleanliness minimize risk.

The following procedures are precautionary measures against the transmission of diseases. Prudent actions are to be employed by all staff and students. These actions should focus primarily on steps that students and staff members can take to ensure their own well-being.

Those who administer first aid, provide physical care or may otherwise incur occupational exposure to blood or other potentially infectious materials as determined by the district will be specifically protected through the district's Exposure Control Plan.

The following procedures are a review for all staff and students of appropriate hygienic and sanitation practices:

1. Standard precautions are to be followed at all times. Standard precautions require the assumption that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other bloodborne pathogens;

2. Whenever possible, students should be directed to care for their own minor bleeding injury. This includes encouraging students to apply their own band-aids. If assistance is required, band-aids may be applied after the caregiver removes their gloves, if the caregiver will not come into contact with blood or wound drainage;

3. Food and Drug Administration (FDA) approved gloves are required for all tasks in which an individual may come into contact with blood or other potentially infectious materials. Such tasks include cleaning body fluid spills, emptying trash cans, handling sharps/containers, handling contaminated broken glass, cleaning contaminated equipment and handling contaminated laundry/clothing. This also includes assisting with any minor wound care, treating bloody noses, handling clothes soiled by incontinence, diaper changing and cleaning up vomit;

4. Immediate, complete and effective hand washing with soap and running water of at least 30 seconds duration should follow any first aid or health care given to a student or contact with potentially infectious materials;

[1] HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus

5. If exposure to blood or other potentially infectious materials occurs through coughing, any first-aid procedure, or through an open sore or break in the skin, thorough washing, preferably with germicidal soap, is necessary;

6. In the event hand-washing facilities are not readily available, thorough cleaning using an antiseptic cleanser and clean cloth/paper towels or antiseptic towelettes provided by the district as an alternative is necessary. In the event alternatives are used, hands must be washed with soap and running water as soon as feasible;

7. Contaminated work surfaces shall be decontaminated with an appropriate disinfectant after completion of procedures; immediately or as soon as feasible when surfaces are overtly contaminated or after any spill of blood or other potentially infectious materials; and at the end of the work shift if the surface may have become contaminated since the last cleaning. Clean surfaces with soap and water and then rinse with an Environmental Protection Agency (EPA) approved disinfectant following labeling instructions for use, or a freshly made solution of one part bleach to nine parts water, and allow to air dry. Other disinfectants as recommended by the Center for Disease Control may be used. These surfaces include equipment, counters, mats (including those used in physical education classes and athletic events), toys or changing tables;

8. An EPA-approved disinfectant must be used when cleaning fluids such as blood or vomit from the floor or other such contaminated surfaces;

9. Contaminated laundry such as clothing and towels must be placed and transported in bags and containers in accordance with the district's standard precautions. All such items must be laundered in hot or cold water and soap and placed in a dryer;

10. Needles, syringes, broken glassware and other sharp objects found on district property must not be picked up by students at any time, nor by staff without appropriate puncture -proof gloves or mechanical device such as a broom, brush and dust pan. Any such items found must be disposed of in closable puncture resistant, leakproof containers that are appropriately labeled or color-coded;

11. All wastebaskets used to dispose of potentially infectious materials must be lined with a plastic bag liner that is changed daily;

12. Gloves and repellent gowns, aprons or jackets are required for tasks in which exposure to blood or other potentially infectious materials can be reasonably anticipated to contaminate street clothing. Type and characteristics of such protective clothing will depend on the task. Such tasks may include diapering/toileting with gross contamination, assisting with wound care, sorting or bagging contaminated laundry/clothing and disposing of regulated waste with gross contamination;

13. Maximum protection with gloves, face and/or eye protection and gowns is required whenever splashes, spray, spatter or droplets of blood or other potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated. Such tasks may include feeding a student with a history of spitting or forceful vomiting and assisting with severe injury and wound with spurting blood;

14. If a first -aid situation occurs, students should report to a person in authority; staff should report to a supervisor.

Additional Precautions

The following additional precautions should be applied in all school settings. These procedures will help prevent transmission of many infections in addition to HIV and HBV:

1. A sink with soap, hot and cold running water and disposable towels should be available close to the classroom;

2. Sharing of personal toilet articles, such as toothbrushes and razors, should not be permitted;

3. Skin lesions that may ooze blood or serum should be kept covered with a dressing;

4. Exchange of saliva by kissing on the mouth, by sharing items that have been mouthed and by putting fingers in others' mouths should be discouraged.

Delete AR

Code: EBBA-AR
Revised/Reviewed:

First Aid - Infection Control

(Recommend delete in lieu of current OSHA requirements and training standards.)

Health services information about the transmission of diseases including AIDS and HBV[1] focuses on "body fluids" as a possible carrier of organisms that can infect others. The term includes drainage from cuts and scrapes, vomit, urine, feces, respiratory secretions (nasal discharge), saliva, semen and blood. While any contact with the body fluids of another person represents a risk, the level of risk is very low. The risk is increased if the fluid comes in contact with a break in the skin of another individual. Generally, simple, consistent standards and procedures of cleanliness minimize risk.

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5. If exposure to blood or other potentially infectious materials occurs through coughing, any first-aid procedure, or through an open sore or break in the skin, thorough washing, preferably with germicidal soap, is necessary;

6. In the event hand-washing facilities are not readily available, thorough cleaning using an antiseptic cleanser and clean cloth/paper towels or antiseptic towelettes provided by the district as an alternative is necessary. In the event alternatives are used, hands must be washed with soap and running water as soon as feasible;

7. Contaminated work surfaces shall be decontaminated with an appropriate disinfectant after completion of procedures; immediately or as soon as feasible when surfaces are overtly contaminated or after any spill of blood or other potentially infectious materials; and at the end of the work shift if the surface may have become contaminated since the last cleaning. Clean surfaces with soap and water and then rinse with an Environmental Protection Agency (EPA) approved disinfectant[2] following labeling instructions for use, or a freshly made solution of one part bleach to nine parts water, and allow to air dry. These surfaces include equipment, counters, mats (including those used in physical education classes and athletic events), toys or changing tables;

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9. Contaminated laundry such as clothing and towels must be placed and transported in bags and containers in accordance with the district's standard precautions. All such items must be laundered in hot or cold water and soap and placed in a dryer;

10. Needles, syringes, broken glassware and other sharp objects found on district property must not be picked up by students at any time, nor by staff without appropriate puncture-proof gloves or mechanical device such as a broom, brush and dust pan. Any such items found must be disposed of in closable puncture resistant, leakproof containers that are appropriately labeled or color-coded;

11. All wastebaskets used to dispose of potentially infectious materials must be lined with a plastic bag liner that is changed daily;

12. Gloves and repellent gowns, aprons or jackets are required for tasks in which exposure to blood or other potentially infectious materials can be reasonably anticipated to contaminate street clothing. Type and characteristics of such protective clothing will depend on the task. Such tasks may include diapering/toileting with gross contamination, assisting with wound care, sorting or bagging contaminated laundry/clothing and disposing of regulated waste with gross contamination;

13. Maximum protection with gloves, face and/or eye protection and gowns is required whenever splashes, spray, spatter or droplets of blood or other potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated. Such tasks may include feeding a student with a history of spitting or forceful vomiting and assisting with severe injury and wound with spurting blood;

[2] [Disinfectants which can be used include Lysol, Purex, Clorox, Tough Act bathroom cleaner, Dow bathroom cleaner, Real Pine liquid cleaner, Pine Sol, Spic and Span, Tackle liquid, Comet and other products with EPA numbers. Other disinfectants as recommended by the Center for Disease Control may be used.]

14. If a first-aid situation occurs, students should report to a person in authority; staff should report to a supervisor.

Additional Precautions

The following additional precautions should be applied in all school settings. These procedures will help prevent transmission of many infections in addition to HIV and HBV:

1. A sink with soap, hot and cold running water and disposable towels should be available close to the classroom;
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4. Exchange of saliva by kissing on the mouth, by sharing items that have been mouthed and by putting fingers in others' mouths should be discouraged.

DELETE

EBCB Emergency Procedure Drills and Instruction

November 2026 Policy Update Summary

OSBA designation: Highly Recommended

Proposed action: Revise and readopt existing EBCB. The supplied sample needs corrections to reflect current 2026–27 drill requirements before adoption.

Why OSBA Updated This Policy

OSBA's revisions clarify emergency-drill wording, reference the applicable Oregon Fire Code, and connect safety-threat instruction with the district's communication procedures. The April 2024 update links EBCB to the reorganization of emergency policies and HB 3584 (2023), concerning notification after an actual safety-threat response.

Current-law review also identified changes beyond the supplied sample. OAR 581-022-2225 was amended effective May 29, 2026. For 2026–27, the older requirement for two safety-threat drills is insufficient: schools must drill each required safety response at least once per school year.

The policy is Highly Recommended, but statutory and administrative-rule requirements are mandatory. Optional model wording and local drafting choices should be identified separately.

What Changes for Reedsport?

1. Fire Code references and evacuation wording are updated.

The sample adds compliance with the applicable Oregon Fire Code and says the first emergency evacuation drill must occur within 10 days of the beginning of classes. It removes the separate sentence requiring monthly fire drills. Monthly fire drills remain legally required under the current rule; the final policy should state this clearly. The outdated 2014 Fire Code citation is removed.

2. Safety-threat instruction includes communication procedures.

The sample adds an explanation of the district's communication strategy following a safety-threat action and refers to EBCA – Safety Threats. ORS 339.324 requires a notification policy for actual responses, excluding planned drills, with electronic communication as expediently as possible and within 24 hours. EBCB should align with the district's notification policy.

3. Jon's edits retain tsunami provisions and remove optional wording.

Green text retains at least three earthquake/tsunami drills annually and tsunami evacuation instruction, consistent with RSD's current policy. The red and green alternatives now contain the same three-drill wording; remove the red duplicate and retain one final provision. Red text also removes optional additional instruction on flooding, drought, snowfall or wildfires. That sentence is absent from current RSD policy, so its omission preserves the existing approach. It does not prohibit added instruction or remove applicable safety-planning duties.

4. The sample needs current-law corrections before adoption.

Replace "at least two" safety-threat drills with the current requirement: drill evacuation, hold, lockdown, secure, and shelter-in-place at least once each school year. Add "hold," update "lockout" to "secure," and replace the former ORS 336.071 reference with ORS 339.408. ODE explains that monthly fire evacuation drills and required earthquake drills can also satisfy the corresponding evacuation and shelter responses; separate duplicate drills are not necessarily needed.

5. The executive-session sentence is removed.

The sample deletes the statement about school-safety executive sessions. This deletion does not repeal the Board's statutory authority under ORS 192.660(2)(k); any executive session must still satisfy applicable legal requirements.

What Does Not Change?

Students continue receiving at least 30 minutes of emergency-procedure instruction and drills each school month. Fire exit instruction, "drop, cover and hold on," applicable tsunami evacuation instruction, and coordination with emergency agencies remain. Administrators continue conducting drills. The update does not transfer that task to the Board or expand Superintendent authority; the Board's broader safety-plan duties are noted below.

Important Board Considerations

- Correct the drill minimums and terminology before adoption. Monthly fire drills remain required despite removal of the sentence from the sample.
- Confirm tsunami-zone applicability for each school. Jon's selected wording preserves RSD's existing three-drill standard. Delete the red duplicate; do not retain both identical alternatives or their model footnotes.
- Confirm that staff training, drill calendars, and EBCA communication procedures align. Remove drafting brackets, color coding, and the opening phrase "with the of."
- Coordinate related safety policies: the current rule requires Board review of the comprehensive safety plan and security policies every two years. Unless an emergency alert system is already installed, consider qualifying systems and record that discussion in the minutes. These duties are broader than EBCB's drill provisions.

Legal Basis

Primary authorities: ORS 339.408 (formerly ORS 336.071), ORS 339.324, OAR 581-022-2225, the applicable Oregon Fire Code, and ORS 192.660(2)(k). Reviewed October 26, 2026 against RSD's March 2023 policy, the corrected color-coded sample, and official sources. The supplied April 2026 OSBA newsletter does not list EBCB; the April 2024 newsletter does.

Current emergency plans and safety programs rule

ODE September 2026 guidance on emergency drills

What Is the Board Being Asked to Do?

Revise and readopt EBCB after correcting current-law references and drill requirements, resolving the local choices, and aligning related emergency procedures.

Board Packet Summary

Update EBCB to clarify emergency drills, Fire Code compliance, and safety-threat communication instruction. Retain applicable tsunami provisions. Before adoption, correct the sample to require annual practice of each safety response, use current terminology and statute references, and preserve monthly fire drills. The policy is Highly Recommended; underlying legal requirements remain mandatory.

Reedsport School District

Code: EBCB
Adopted: 10/18/95
Revised/Readopted: 3/08/23
Orig. Code: EBCB

Emergency Drills and Instruction

Each administrator will conduct emergency drills in accordance with the provisions of Oregon Revised Statutes (ORS).

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

Fire Emergencies

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

Earthquake and Tsunami Emergencies

At least three drills on earthquakes that include tsunami drills shall be conducted each year.

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

Drills and instruction on tsunami emergencies shall include immediate evacuation after an earthquake, when appropriate, or after a tsunami warning to protect students against inundation by tsunamis.

Safety Threats

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

Drills and instruction on safety threats shall include procedures related to lockdown, lockout, shelter in place and evacuation and other appropriate actions to take when there is a threat to safety.

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

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

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k)
ORS 336.071
ORS 476.030(1)
OAR 581-022-2225

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

Cross Reference(s):

GBE - Staff Health and Safety

OSBA Model Sample Policy

Code: EBCB
Adopted:

Suggested updates are color coded:
BLUE – OSBA Suggested Updates
~~BLUE~~ – OSBA Suggested Delete
RED – Jon Suggested Delete
GREEN – Jon Suggested Keep

Emergency Procedure Drills and Instruction

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

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

All schools are required to instruct and drill students on district emergency procedures so ~~that students~~ they can respond to an emergency without confusion and panic. The emergency procedures shall include drills and instruction on fires, earthquakes, ~~which shall include~~ [{[1]}tsunami procedures ~~in a tsunami hazard zone~~] and safety threats. Instruction on ~~fires, earthquakes[,] [and] safety threats [and tsunami dangers[2],] and drills for students,~~ emergency procedures shall be conducted for at least 30 minutes each school month.

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

Fire Emergencies

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

Earthquake [and Tsunami] Emergencies

[{[3]}At least three drills on earthquakes that include tsunami drills shall be conducted each year.] [{[4]} At least three drills on earthquakes that include tsunami drills shall be conducted each year.]

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

[{[5]}Drills and instruction on tsunami emergencies shall include immediate evacuation after an earthquake, when appropriate, or after a tsunami warning to protect students against inundation by tsunamis.]

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[1] {Required if schools are in a designated tsunami hazard done.}

[2] ~~This is required language for a district in a tsunami hazard zone.~~

[3] {This is required action for a district not in a tsunami hazard zone.}

[4] {This is required action for a district in a tsunami hazard zone.}

[5] {This is a required action for a district in a tsunami hazard zone}

Safety Threats

At least two drills on safety threats shall be conducted each year. Drills and instruction on safety threats shall include procedures related to lockdown, lockout, shelter in place and evacuation and other appropriate actions to take when there is a threat to safety, and will include explanation of the district's communication strategy following a safety threat action (See Board policy EBCA - Safety Threats**).

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

[The district may provide additional instruction relating to other disasters such as flooding, drought, excessive snowfall or wildfires.[6]]

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

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k)
ORS 336.071
ORS 339.324
ORS 476.030~~(1)~~
OAR 581-022-2225

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

[6] The Oregon Department of Education has resources available at http:www.oregon.gov/ode/schools-and-districts/grants/pages/threat-and-hazard-resources.aspx

GBEB Communicable Diseases in Schools

November 2026 Policy Update Summary

OSBA designation: Highly Recommended

Proposed action: Revise and readopt GBEB, changing the title from Communicable Diseases – Staff to Communicable Diseases in Schools.

Why OSBA Updated This Policy

OSBA included GBEB in its April 2024 health services update following changes to OAR 581-022-2220. That rule requires an annually updated written health services plan, including communicable disease prevention, management, and communication. OSBA reorganized related policies so GBEB addresses students and employees together.

This is a recommended policy reorganization with substantive wording changes. Exclusion, health planning, privacy, and applicable public-health reporting duties are legal requirements; the law does not require every sentence in OSBA's model to be adopted verbatim.

What Changes for Reedsport?

1. The policy covers students as well as staff.

RSD's May 2023 policy primarily addresses employee protection and work exclusion. The revised title and text expressly include students. Students and employees may be excluded from school or work, respectively, when the applicable disease or exposure meets legal exclusion criteria. "Restrictable" means a disease subject to attendance or work restrictions under public-health rules; it does not mean every illness.

2. Continued student services are stated directly.

The sample says the district may provide an educational program in an alternative setting and must provide student services as required by law. An alternative setting is a possible way to provide services; exclusion does not eliminate applicable educational obligations, including required disability-related services.

3. Confidentiality expands and staff notification becomes discretionary.

RSD's current policy protects employee health information and says the administrator "shall" inform appropriate employees when a student's restrictable or reportable disease is confirmed. The sample expressly protects student and employee health information and changes that student-related notification to "may" inform employees with a legitimate educational interest.

This changes an express mandatory policy direction to discretion within legal limits. It does not authorize disclosure to all staff or permit withholding information that another law requires to be reported. A legitimate educational interest generally means the information is needed to perform the employee's professional responsibilities.

4. The express public-health reporting sentence is deleted.

The sample removes the sentence directing the administrator to report a reportable disease to the local health department. "Reportable" concerns public-health notification; "restrictable" concerns attendance or work restrictions. Deleting the sentence does not cancel applicable legal reporting duties. District procedures should identify who reports, what must be reported, and when.

5. Emergency planning wording is broadened.

The current wording focuses on a declared public-health emergency or another catastrophe disrupting operations. The sample refers to general emergency plans, actions by staff in district buildings, and district

responses to medical emergencies. This coordinates GBEB with health services and emergency planning requirements; it does not replace those plans.

6. References to administrative regulations are removed.

The sample deletes the specific reference to GBEB-AR and the sentence directing the Superintendent to develop implementing regulations. OSBA still recommends updating GBEB-AR, not deleting it. Implementation responsibilities should remain clear in district procedures.

Legal references are updated, including OAR 581-022-2225. Removal of OSHA citations does not repeal workplace safety duties. The blue edits are identified as OSBA changes; no separate red/green choices by Jon are marked.

What Does Not Change?

Disease protection, lawful exclusion, confidentiality, and required student services continue. Employees remain subject to district and public-health rules.

Important Board Considerations

- Consider the "shall" to "may" notification change. Confirm how authorized staff receive necessary information while protecting privacy.
- Keep reporting and implementation duties assigned. Align the AR, health services plan, emergency plans, and applicable bargaining provisions.
- Review GBEB-AR separately for student and staff coverage before finalizing it.
- Finalize the title and remove drafting marks. Review student-only disease policies before proposing separate deletions.

Legal Basis

Primary authorities: OAR 581-022-2220 and 581-022-2225 (health and emergency planning); OAR Chapter 333, Divisions 018 and 019 (reporting and disease control); applicable ORS Chapter 433 provisions; and FERPA, including 34 CFR 99.31(a)(1), for student-record disclosures.

Sources: RSD's May 2023 GBEB; edited OSBA sample; April 2024 OSBA update, pages 5–6; and official sources. Reviewed October 21, 2026.

Oregon health services rule

OHA and ODE Communicable Disease Guidance for Schools

Federal guidance on legitimate educational interests

What Is the Board Being Asked to Do?

Revise and readopt GBEB to cover students and employees, clarify privacy and notification, and coordinate health and emergency planning. Review GBEB-AR separately under district procedures.

Board Packet Summary

Update GBEB – Communicable Diseases in Schools to cover students and staff together. The proposal expands privacy language, changes certain internal notifications from mandatory to discretionary, and removes express reporting and regulation-development sentences. Applicable legal duties continue. Align implementation with GBEB-AR and district health and emergency plans.

Reedsport School District

Code: GBEB
Adopted: 7/19/95
Revised/Readopted: 5/10/23
Orig. Code: GBEB

Communicable Diseases – Staff

The district shall provide reasonable protection against the risk of exposure to communicable disease for employees while engaged in the performance of their duties. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

An employee may not attend work while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that the employee has or has been exposed to any disease for which exclusion is required in accordance with law and per administrative regulation GBEB-AR - Communicable Diseases - Staff. If the disease is a reportable disease, the administrator will report the occurrence to the local health department.

Employees shall comply with all other measures adopted by the district and with all rules adopted by Oregon Health Authority, Public Health Division and the local health department.

Employees shall provide services to students as required by law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

The district shall protect the confidentiality of an employee's health condition and record to the extent possible and consistent with federal and state law.

The district will include, as part of its emergency plan, a description of the actions to be taken by district staff in the case of a declared public health emergency or other catastrophe that disrupts district operations.

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

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 431.150 - 431.157
ORS 433.001 - 433.526

OAR 333-018
OAR 333-019-0010
OAR 333-019-0014

OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2220

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).
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).
Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (2019).

Cross Reference(s):

EBC/EBCA - Emergency Procedures and Disaster Plans

OSBA Model Sample Policy

Code: GBEB
Adopted:

Suggested updates are color coded:
BLUE – OSBA Suggested Update
~~BLUE~~ – OSBA Suggested Delete

Communicable Diseases ~~Staff~~ in Schools

{Highly recommended policy. This policy outlines the requirements for schools on communicable diseases.}

The district shall provide reasonable protection against the risk of exposure to communicable disease for students and employees while engaged in the performance of their duties. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance for Schools* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

~~An~~ A student or employee may not attend school or work, respectively, while in a communicable stage of a restrictable disease or when an administrator has reason to suspect ~~that~~ the student or employee has or has been exposed to any disease for which exclusion is required in accordance with law ~~and per administrative regulation GBEB-AR - Communicable Diseases - Staff~~ . The district may provide an educational program in an alternative setting. Services will be provided to students as required by law.

~~If the disease is a reportable disease, the administrator will report the occurrence to the local health department.~~

Employees shall comply with all other measures adopted by the district and with all rules adopted by Oregon Health Authority, Public Health Division and the local health department.

~~Employees shall provide services to students as required by law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.~~

The district shall protect the confidentiality of ~~an~~ each student's and employee's health condition and record to the extent possible and consistent with federal and state law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator may inform employees with a legitimate educational interest.

The district will include, as part of its general emergency plans, a description of the actions to be taken by district staff ~~in the case of a declared public health emergency or other catastrophe which disrupts district operations~~ buildings and by the district in response to medical emergencies.

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

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 431.150 - 431.157
ORS 433.001 - 433.~~526~~004
ORS 433.010
ORS 433.110
ORS 433.235 - 433.284
OAR 333-018
OAR 333-019-0010
OAR 333-019-0014
~~OAR 437-002-0360~~

~~OAR 437-002-0377~~ OAR 581-022-2220 OAR 581-022-2225

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance for Schools ~~(2020)~~.*
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~~ 2023).
Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (~~2019~~ 2023).

Education Records and Records of Students with Disabilities Management

IGBAB/JO-AR and JO/IGBAB-AR | November 2026 Policy Update Summary

OSBA designation: Required | RSD Board action: Revise and adopt both mirror ARs

This summary covers both administrative regulations. The proposed documents contain the same operative text; only their codes differ. Apply the same final wording and adoption date to both.

Why OSBA Updated These Regulations

OSBA's August 2025 update responds to State Board changes to OAR 581-021-0220 on directory information and permanent student records. The permanent-rule amendment took effect August 1, 2025. OSBA describes this as a limited update, with a broader student-records review to follow. Its newsletter identifies no collective bargaining impact.

Oregon law, FERPA and IDEA require student-record protections. RSD will submit both mirror ARs for Board adoption. The model also contains local choices, including how the district states its permanent-record list and identifies responsible staff.

What Changes for Reedsport

1 The permanent-record list is narrowed and clarified

In Section 1, the draft removes "place of birth" while retaining birth date; changes "Names of parents" to "Name of parents/guardians"; and clarifies "Date of entry into the school." It deletes the catch-all item, "Such additional information as the district may prescribe." Courses, grades, credits, assessment results, attendance and withdrawal information remain in the list.

These edits match the revised permanent-record definition. The rule now says the permanent record "may include" the listed information, while the draft keeps RSD's direction that the record "shall" include it. Keeping that more prescriptive district list is distinct from claiming that every listed field is independently required by the definition.

2 The Social Security number sentence is revised

The draft removes the statement that a voluntarily supplied Social Security number will be included in the permanent record. It still permits requesting the number and requires notice that providing it is voluntary and explains its purpose. The detailed Social Security number disclosure statement at the end remains unchanged.

The deletion is not a new requirement for families to provide a number. Before adoption, clarify the intended recordkeeping practice: current OAR 581-021-0250(1)(j) still refers to including a voluntarily supplied number in the permanent record. The model revision and that rule should be reconciled with OSBA or ODE.

3 These are general student-record rules as well as disability protections

Although the codes include special education, the ARs manage education records for all students and include additional safeguards for students with disabilities. The update does not change disability eligibility, IEP services or the Board's access to individual student records.

What Does Not Change

The draft retains confidentiality protections, annual parent notices, access and amendment rights, hearing procedures, lawful disclosure exceptions, records-transfer procedures and existing retention provisions. Removing fields from the permanent-record list does not itself authorize destruction of existing records or remove other retention duties.

Access must remain timely: without unnecessary delay, within 45 days at most, and—for covered special education records—before an IEP meeting, due process hearing or resolution session. A 45-day maximum is not permission to delay access needed for those proceedings.

The administrator/principal or designee remains responsible for maintaining and releasing records. The Superintendent retains the existing role in appointing the disinterested hearing-panel member. The update does not expand Board access or transfer day-to-day records management to the Board.

Important Board Considerations

- Adopt matching final text under both codes and use the same action date. Confirm the permanent-record fields and voluntary Social Security number practices before changing forms or information-system settings.
- Resolve the Social Security number wording against OAR 581-021-0250(1)(j) and the unchanged disclosure statement. Do not describe deletion of that sentence as an unqualified legal requirement.
- Confirm whether RSD intends to retain the draft's mandatory district list, given the rule's "may include" definition. Do not erase existing data solely because this list changes.
- Coordinate with JOA – Directory Information, which OSBA lists in the same update. Permanent records are not automatically public directory information; lawful disclosure rules still apply.

Legal Basis

OAR 581-021-0220 and -0250; related Oregon student-record rules; ORS 326.565 and 326.575; FERPA, 20 U.S.C. § 1232g and 34 C.F.R. Part 99; IDEA confidentiality and access provisions, 34 C.F.R. §§ 300.610–300.627.

Sources: both RSD ARs revised August 16, 2023; both edited August 2025 models; OSBA August 2025 update, Student Records section; and official sources below. Reviewed October 26, 2026.

Current permanent-record definition and effective date

Oregon student-record policy requirements including Social Security numbers

Federal student-record privacy and access requirements

What Is the Board Being Asked to Do

Revise and adopt both mirror ARs with identical operative wording, confirming local recordkeeping choices.

Board Packet Summary

Update IGBAB/JO-AR and JO/IGBAB-AR to reflect Oregon's revised permanent-record definition. Remove place of birth and the catch-all item, add guardians, and revise the Social Security number sentence. Privacy, access and disability safeguards continue.

Reedsport School District

Code: IGBAB/JO-AR
Adopted: 8/16/23
Orig. Code(s): IGBAB-AR

Education Records/Records of Students with Disabilities Management

1. Student Education Record

Student education records are those records that are directly related to a student and maintained by the district, or by a party acting for the district; however, this does not include the following:

a. Records of instructional, supervisory and administrative personnel and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
b. Records of the law enforcement unit of the district subject to the provisions of Oregon Administrative Rule (OAR) 581-021-0225;
c. Records relating to an individual who is employed by the district that are made and maintained in the normal course of business, which relate exclusively to the individual in that individual's capacity as an employee and that are not available for use for any other purpose. Records relating to an individual in attendance at the district who is employed as a result of status as a student, are education records and are not excepted under this section;
d. Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are:

   (1) Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in a professional capacity or assisting in a paraprofessional capacity;
   (2) Made, maintained or used only in connection with treatment of the student; and
   (3) Disclosed only to individuals providing the treatment. For purposes of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the district.

e. Records that only contain information relating to activities in which an individual engaged after the individual is no longer a student at the district;
f. Medical or nursing records which are made or maintained separately and solely by a licensed health-care professional who is not employed by the district, and which are not used for education purposes or planning.

The district shall keep and maintain a permanent record on each student which includes the:

a. Name and address of educational agency or institution;
b. Full legal name of the student;
c. Student birth date and place of birth;
d. Names of parents;
e. Date of entry in school;

f. Name of school previously attended;
g. Courses of study and marks received;
h. Data documenting a student's progress toward achievement of state standards and must include a student's Oregon State Assessment results;
i. Credits earned;
j. Attendance;
k. Date of withdrawal from school; and
l. Such additional information as the district may prescribe.

The district may also request the social security number of the student and will include the social security number on the permanent record only if the eligible student or parent complies with the request. The request shall include notification to the eligible student or the student's parent(s) that the provision of the social security number is voluntary and notification of the purpose for which the social security number will be used.

The district shall retain permanent records in a minimum one-hour fire-safe place in the district, or keep a duplicate copy of the permanent records in a safe depository in another district location.

2. Confidentiality of Student Records

a. The district shall keep confidential any record maintained on a student in accordance with OAR 581-021-0220 through 581-021-0430.
b. Each district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.
c. Each district shall identify one official to assume responsibility for ensuring the confidentiality of any personally identifiable information.
d. All persons collecting or using personally identifiable information shall receive training or instruction on state policies and procedures.

3. Rights of Parents and Eligible Students

The district shall annually notify parents and eligible students through the district student/parent handbook or any other means that are reasonably likely to inform the parents or eligible students of their rights. This notification shall state that the parent(s) or an eligible student has a right to:

a. Inspect and review the student's education records;
b. Request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
c. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the applicable state or federal law authorizes disclosure without consent;
d. Pursuant to OAR 581-021-0410, file with the Family Policy Compliance Office, United States Department of Education a complaint under 34 C.F.R. § 99.64 concerning alleged failures by the district to comply with the requirements of federal law; and
e. Obtain a copy of the district policy with regard to student education records.

The notification shall also inform parents or eligible students that the district forwards education records requested under OAR 581-021-0255. The notification shall also indicate where copies of the district policy are located and how copies may be obtained.

If the eligible student or the student's parent(s) has a primary or home language other than English, or has a disability, the district shall provide effective notice.

These rights shall be given to either parent unless the district has been provided with specific written evidence there is a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights.

When a student becomes an eligible student, which is defined as a student who has reached 18 years of age or is attending only an institution of postsecondary education and is not enrolled in a secondary school, the rights accorded to, and the consent required of, the parents transfer from the parents to the student. Nothing prevents the district from giving students rights in addition to those given to parents.

4. Parent's or Eligible Student's Right to Inspect and Review

The district shall permit an eligible student or student's parent(s) or a representative of a parent or eligible student, if authorized in writing by the eligible student or student's parent(s), to inspect and review the education records of the student, unless the education records of a student contain information on more than one student. In that case the eligible student or student's parent(s) may inspect, review or be informed of only the specific information about the student.

The district shall comply with a request for access to records:

a. Within a reasonable period of time and without unnecessary delay;
b. For children with disabilities before any meeting regarding an individualized education program (IEP), or any due process hearing, or any resolution session related to a due process hearing;
c. In no case more than 45 days after it has received the request.

The district shall respond to reasonable requests for explanations and interpretations of the student's education record.

The parent(s) or an eligible student shall comply with the following procedure to inspect and review a student's education record:

a. Provide a written, dated request to inspect a student's education record; and
b. State the specific reason for requesting the inspection.

The written request will be permanently added to the student's education record.

The district shall not destroy any education record if there is an outstanding request to inspect and review the education record.

While the district is not required to give an eligible student or student's parent(s) access to treatment records under the definition of "education records" in OAR 581-021-0220(6)(b)(D), the eligible student or student's parent(s) may, at their expense, choose a physician or other appropriate professional and have those records reviewed.

If an eligible student or student's parent(s) so requests, the district shall give the eligible student or student's parent(s) a copy of the student's education record. The district may recover a fee for providing a copy of the record, but only for the actual costs of reproducing the record unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's educational records. The district may not charge a fee to search for or to retrieve the education records of a student.

The district shall not provide the eligible student or student's parent(s) with a copy of test protocols, test questions and answers and other documents described in Oregon Revised Statutes (ORS) 192.345(4) unless authorized by federal law.

The district will maintain a list of the types and locations of education records maintained by the district and the titles and addresses of officials responsible for the records.

Student education records will be maintained at the school building at which the student is in attendance except for special education records which may be located at another designated location within the district. The administrator/principal or designee shall be the person responsible for maintaining and releasing the education records.

5. Release of Personally Identifiable Information

Personally identifiable information shall not be released without prior written consent of the eligible student or student's parent(s) except in the following cases:

a. The disclosure is to other school officials, including teachers, within the district who have a legitimate educational interest.

   As used in this section, "legitimate educational interest" means a district official employed by the district as an administrator, supervisor, instructor or staff support member; a person serving on a school board who needs to review an educational record in order to fulfill their professional responsibilities, as delineated by their job description, contract or conditions of employment. Contractors, consultants, volunteers or other parties to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that party performs an institutional service or function for which the district would otherwise use employees, is under the direct control of the district with respect to the use and maintenance of education records, and is subject to district policies concerning the redisclosure of personally identifiable information.

   The district shall maintain, for public inspection, a listing of the names and positions of individuals within the district who have access to personally identifiable information with respect to students with disabilities.

b. The disclosure is to officials of another school within the district;

c. The disclosure is to authorized representatives of:

   The U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division in connection with an audit or evaluation of federal or state-supported education programs, or the enforcement of or compliance with federal or state-supported education programs, or the enforcement of or compliance with federal or state regulations.

d. The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to:

(1) Determine eligibility for the aid;
(2) Determine the amount of the aid;
(3) Determine the conditions for the aid; or
(4) Enforce the terms and condition of the aid.

As used in this section "financial aid" means any payment of funds provided to an individual that is conditioned on the individual's attendance at an educational agency or institution.

e. The disclosure is to organizations conducting studies for, or on behalf of, the district to:

(1) Develop, validate or administer predictive tests;
(2) Administer student aid programs; or
(3) Improve instruction.

The district may disclose information under this section only if disclosure is to an official listed in paragraph (c) above and who enters into a written agreement with the district that:

(1) Specifies the purpose, scope and duration of the study and the information to be disclosed;
(2) Limits the organization to using the personally identifiable information only for the purpose of the study;
(3) The study is conducted in a manner that does not permit personal identification of parents or students by individuals other than representatives of the organization; and
(4) The information is destroyed when no longer needed for the purposes for which the study was conducted.

For purposes of this section, the term "organization" includes, but is not limited to, federal, state and local agencies, and independent organizations.

f. The district may disclose information under this section only if the disclosure is to an official listed in paragraph (c) above who is conducting an audit related to the enforcement of or compliance with federal or state legal requirements and who enters into a written agreement with the district that:

(1) Designates the individual or entity as an authorized representative;
(2) Specifies the personally identifiable information being disclosed;
(3) Specifies the personally identifiable information being disclosed in the furtherance of an audit, evaluation or enforcement or compliance activity of the federal or state-supported education programs;
(4) Describes the activity with sufficient specificity to make clear it falls within the audit or evaluation exception; this must include a description of how the personally identifiable information will be used;
(5) Requires information to be destroyed when no longer needed for the purpose for which the study was conducted;

(6) Identifies the time period in which the personally identifiable information must be destroyed; and

(7) Establishes policies and procedures which are consistent with Family Education Rights and Privacy Act (FERPA) and other federal and state confidentiality and privacy provisions to insure the protection of the personally identifiable information from further disclosure and unauthorized use.

g. The disclosure is to accrediting organizations to carry out their accrediting functions;

h. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district may disclose information under this section only if the district makes a reasonable effort to notify the eligible student or student's parent(s) of the order or subpoena in advance of compliance, unless an order or subpoena of a federal court or agency prohibits notification to the parent(s) or student;

i. The disclosure is to comply with a judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependency matters;

j. The disclosure is to the parent(s) of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;

k. The disclosure is in connection with a health or safety emergency. The district shall disclose personally identifiable information from an education record to law enforcement, child protective services and health care professionals, and other appropriate parties in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. If the district determines that there is an articulable and significant threat, the district will document the information available at that time of determination and the rationale basis for the determination for the disclosure of the information from the educational records.

   In making a determination whether a disclosure may be made under the health or safety emergency, the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. As used in this section a "health or safety emergency" includes, but is not limited to, law enforcement efforts to locate a child who may be a victim of kidnap, abduction or custodial interference and law enforcement or child protective services efforts to respond to a report of child abuse or neglect pursuant to applicable state law, or other such reasons that the district may in good faith determine a health or safety emergency;

l. The disclosure is information the district has designated as "directory information" (See Board policy JOA – Directory Information);

m. The disclosure is to the parent(s) of a student who is not an eligible student or to an eligible student;

n. The disclosure is to officials of another school, school system, institution of postsecondary education, an education service district (ESD), state regional program or other educational agency that has requested the records and in which the student seeks or intends to enroll or is enrolled or in which the student receives services. The term "receives services" includes, but is not limited to, an evaluation or reevaluation for purposes of determining whether a student has a disability;

o. The disclosure is to the Board during an executive session pursuant to ORS 332.061;

p. The disclosure is to a caseworker or other representative, who has the right to access the student's case plan, of a state or local child welfare agency or tribal organization that are

legally responsible for the care and protection of the student, provided the personally identifiable information will not be disclosed unless allowed by law.

The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

6. Record-Keeping Requirements

The district shall maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student. Exceptions to the record-keeping requirements shall include the parent, eligible student, school official or assistant responsible for custody of the records and parties authorized by state and federal law for auditing purposes. The district shall maintain the record with the education records of the student as long as the records are maintained. For each request or disclosure the record must include:

a. The party or parties who have requested or received personally identifiable information from the education records; and
b. The legitimate interests the parties had in requesting or obtaining the information.

The following parties may inspect the record of request for access and disclosure to a student's personally identifiable information:

a. The parent(s) or an eligible student;
b. The school official or assistants who are responsible for the custody of the records;
c. Those parties authorized by state or federal law for purposes of auditing the record-keeping procedures of the district.

7. Request for Amendment of Student's Education Record

If an eligible student or student's parent(s) believes the education records relating to the student contain information that is inaccurate, misleading or in violation of the student's rights of privacy or other rights, the student or parent(s) may ask the building level principal where the record is maintained to amend the record.

The principal shall decide, after consulting with the necessary staff, whether to amend the record as requested within a reasonable time after the request to amend has been made.

The request to amend the student's education record shall become a permanent part of the student's education record.

If the principal decides not to amend the record as requested, the eligible student or the student's parent(s) shall be informed of the decision and of a right to appeal the decision by requesting a hearing.

8. Hearing Rights of Parents or Eligible Students

If the building level principal decides not to amend the education record of a student as requested by the eligible student or the student's parent(s), the eligible student or student's parent(s) may request a formal hearing for the purpose of challenging information in the education record as inaccurate, misleading or in violation of the privacy or other rights of the student. The district shall appoint a hearings officer to conduct the formal hearing requested by the eligible student or student's parent. The hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing. The hearings officer will establish a date, time and location for the hearing, and give the student's parent or eligible student notice of date, time and location reasonably in advance of the hearing. The hearing will be held within 10 working days of receiving the written or verbal request for the hearing.

The hearings officer will convene and preside over a hearing panel consisting of:

a. The principal or designee;
b. A member chosen by the eligible student or student's parent(s); and
c. A disinterested, qualified third party appointed by the superintendent.

The parent or eligible student may, at own expense, choose one or more individuals to assist or represent them, including an attorney. The hearing shall be private. Persons other than the student, parent, witnesses and counsel shall not be admitted. The hearings officer shall preside over the panel. The panel will hear evidence from the school staff and the eligible student or student's parent(s) to determine the point(s) of disagreement concerning the records. Confidential conversations between a licensed employee or district counselor and a student shall not be part of the records hearing procedure. The eligible student or student's parent(s) has the right to insert written comments or explanations into the record regarding the disputed material. Such inserts shall remain in the education record as long as the education record or a contested portion is maintained and exists. The panel shall make a determination after hearing the evidence and make its recommendation in writing within 10 working days following the close of the hearing. The panel will make a determination based solely on the evidence presented at the hearing and will include a summary of the evidence and the reason for the decision. The findings of the panel shall be rendered in writing not more than 10 working days following the close of the hearing and submitted to all parties.

If, as a result of the hearing, the panel decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall inform the eligible student or the student's parent(s) of the right to place a statement in the record commenting on the contested information in the record or stating why there is disagreement with the decision of the panel. If a statement is placed in an education record, the district will ensure that the statement:

a. Is maintained as part of the student's records as long as the record or a contested portion is maintained by the district; and
b. Is disclosed by the district to any party to whom the student's records or the contested portion are disclosed.

If, as a result of the hearing, the panel decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall:

a. Amend the record accordingly; and
b. Inform the eligible student or the student's parent(s) of the amendment in writing.

9. Duties and Responsibilities When Requesting Education Records

The district shall, within 10 days of a student seeking initial enrollment in or services from the district, notify the public or private school, ESD, institution, agency or detention facility or youth care center in which the student was formerly enrolled, and shall request the student's education records.

10. Duties and Responsibilities When Transferring Education Records

The district shall transfer originals of all requested student education records, including any ESD records, relating to the particular student to the new educational agency when a request to transfer the education records is made to the district. The transfer shall be made no later than 10 days after receipt of the request. For students in substitute care programs, the transfer must take place within five days of a request. Readable copies of the following documents shall be retained:

a. The student's permanent records, for one year;
b. Such special education records as are necessary to document compliance with state and federal audits, for five years after the end of the school year in which the original was created. In the case of records documenting speech pathology and physical therapy services, until the student reaches age 21 or 5 years after last seen, whichever is longer.

Note: Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in ORS 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

Disclosure Statement
Required for use in collecting personally identifiable information
related to social security numbers.

On any form that requests the social security number (SSN), the following statement shall appear just above the space for the SSN:

> "Providing your social security number (SSN) is voluntary. If you provide it, the district will use your SSN for record-keeping, research, and reporting purposes only. The district will not use your SSN to make any decision directly affecting you or any other person. Your SSN will not be given to the general public. If you choose not to provide your SSN, you will not be denied any rights as a student. Please read the statement on the back of this form that describes how your SSN will be used. Providing your SSN means that you consent to the use of your SSN in the manner described."

On the back of the same form, or attached to it, the following statement shall appear:

> "OAR 581-021-0250 (1)(j) authorizes districts to ask you to provide your social security number (SSN). The SSN will be used by the district for reporting, research and record keeping. Your SSN will also be provided to the Oregon Department of Education. The Oregon Department of Education gathers information about students and programs to meet state and federal statistical reporting requirements. It also helps districts and the state research, plan and develop educational programs. This information supports the evaluation of educational programs and student success in the workplace."

The district and Oregon Department of Education may also match your SSN with records from other agencies as follows:

> The Oregon Department of Education uses information gathered from the Oregon Employment Division to learn about education, training and job market trends. The information is also used for planning, research and program improvement.
>
> State and private universities, colleges, community colleges and vocational schools use the information to find out how many students go on with their education and their level of success.
>
> Other state agencies use the information to help state and local agencies plan educational and training services to help Oregon citizens get the best jobs available.

Your SSN will be used only for statistical purposes as listed above. State and federal law protects the privacy of your records.

OSBA Model Sample Administrative Regulation

Code: IGBAB/JO-AR
Adopted:

Suggested updates are color coded:
BLUE – OSBA Suggested Updates
~~BLUE~~ – OSBA Suggested Delete

Education Records/Records of Students with Disabilities Management

1. Student Education Record

Student education records are those records that are directly related to a student and maintained by the district, or by a party acting for the district; however, this does not include the following:

a. Records of instructional, supervisory and administrative personnel and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
b. Records of the law enforcement unit of the district subject to the provisions of Oregon Administrative Rule (OAR) 581-021-0225;
c. Records relating to an individual who is employed by the district that are made and maintained in the normal course of business, which relate exclusively to the individual in that individual's capacity as an employee and that are not available for use for any other purpose. Records relating to an individual in attendance at the district who is employed as a result of status as a student, are education records and are not excepted under this section;
d. Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are:

   (1) Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in a professional capacity or assisting in a paraprofessional capacity;
   (2) Made, maintained or used only in connection with treatment of the student; and
   (3) Disclosed only to individuals providing the treatment. For purposes of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the district.

e. Records that only contain information relating to activities in which an individual engaged after the individual is no longer a student at the district;
f. Medical or nursing records which are made or maintained separately and solely by a licensed health-care professional who is not employed by the district, and which are not used for education purposes or planning.

The district shall keep and maintain a permanent record on each student which includes the:

a. Name and address of educational agency or institution;
b. Full legal name of the student;
c. Student's birth date ~~and place of birth~~;
d. Name~~s~~ of parents/guardians;
e. Date of entry into the school;
f. Name of school previously attended;

g. Courses of study and marks received;
h. Data documenting a student's progress toward achievement of state standards and must include a student's Oregon State Assessment results;
i. Credits earned;
j. Attendance; and
k. Date of withdrawal from school~~; and.~~
~~l. Such additional information as the district may prescribe.~~

The district may ~~also~~ request the social security number of the student ~~and will include the social security number on the permanent record only if the eligible student or parent complies with the request~~. The request shall include notification to the eligible student or the student's parent(s) that the provision of the social security number is voluntary and notification of the purpose for which the social security number will be used.

The district shall retain permanent records in a minimum one-hour fire-safe place in the district, or keep a duplicate copy of the permanent records in a safe depository in another district location.

2. Confidentiality of Student Records

a. The district shall keep confidential any record maintained on a student in accordance with OAR 581-021-0220 through 581-021-0430.
b. Each district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.
c. Each district shall identify one official to assume responsibility for ensuring the confidentiality of any personally identifiable information.
d. All persons collecting or using personally identifiable information shall receive training or instruction on state policies and procedures.

3. Rights of Parents and Eligible Students

The district shall annually notify parents and eligible students through the district student/parent handbook or any other means that are reasonably likely to inform the parents or eligible students of their rights. This notification shall state that the parent(s) or an eligible student has a right to:

a. Inspect and review the student's education records;
b. Request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
c. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the applicable state or federal law authorizes disclosure without consent;
d. Pursuant to OAR 581-021-0410, file with the Family Policy Compliance Office, United States Department of Education a complaint under 34 C.F.R. § 99.64 concerning alleged failures by the district to comply with the requirements of federal law; and
e. Obtain a copy of the district policy with regard to student education records.

The notification shall also inform parents or eligible students that the district forwards education records requested under OAR 581-021-0255. The notification shall also indicate where copies of the district policy are located and how copies may be obtained.

If the eligible student or the student's parent(s) has a primary or home language other than English, or has a disability, the district shall provide effective notice.

These rights shall be given to either parent unless the district has been provided with specific written evidence there is a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights.

When a student becomes an eligible student, which is defined as a student who has reached 18 years of age or is attending only an institution of postsecondary education and is not enrolled in a secondary school, the rights accorded to, and the consent required of, the parents transfer from the parents to the student. Nothing prevents the district from giving students rights in addition to those given to parents.

4. Parent's or Eligible Student's Right to Inspect and Review

The district shall permit an eligible student or student's parent(s) or a representative of a parent or eligible student, if authorized in writing by the eligible student or student's parent(s), to inspect and review the education records of the student, unless the education records of a student contain information on more than one student. In that case the eligible student or student's parent(s) may inspect, review or be informed of only the specific information about the student.

The district shall comply with a request for access to records:

a. Within a reasonable period of time and without unnecessary delay;
b. For children with disabilities before any meeting regarding an individualized education program (IEP), or any due process hearing, or any resolution session related to a due process hearing[1];
c. In no case more than 45 days after it has received the request.

The district shall respond to reasonable requests for explanations and interpretations of the student's education record.

The parent(s) or an eligible student shall comply with the following procedure to inspect and review a student's education record:

a. Provide a written, dated request to inspect a student's education record; and
b. State the specific reason for requesting the inspection.

The written request will be permanently added to the student's education record.

The district shall not destroy any education record if there is an outstanding request to inspect and review the education record.

While the district is not required to give an eligible student or student's parent(s) access to treatment records under the definition of "education records" in OAR 581-021-0220(6)(b)(D), the eligible

[1] Records must be provided without undue delay, which may not exceed 10 business days from the date of the request for the records. Records may be redacted only to the extent necessary to protect personally identifiable information of other children unless disclosure is authorized by law or court order.

student or student's parent(s) may, at their expense, choose a physician or other appropriate professional and have those records reviewed.

If an eligible student or student's parent(s) so requests, the district shall give the eligible student or student's parent(s) a copy of the student's education record. The district may recover a fee for providing a copy of the record, but only for the actual costs of reproducing the record unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's educational records. The district may not charge a fee to search for or to retrieve the education records of a student.

The district shall not provide the eligible student or student's parent(s) with a copy of test protocols, test questions and answers and other documents described in Oregon Revised Statutes (ORS) 192.345(4) unless authorized by federal law.

The district will maintain a list of the types and locations of education records maintained by the district and the titles and addresses of officials responsible for the records.

Student education records will be maintained at the school building at which the student is in attendance except for special education records which may be located at another designated location within the district. The [administrator/principal or designee] shall be the person responsible for maintaining and releasing the education records.

5. Release of Personally Identifiable Information

Personally identifiable information shall not be released without prior written consent of the eligible student or student's parent(s) except in the following cases:

a. The disclosure is to other school officials, including teachers, within the district who have a legitimate educational interest.

   As used in this section, "legitimate educational interest" means a district official employed by the district as an administrator, supervisor, instructor or staff support member; a person serving on a school board who needs to review an educational record in order to fulfill their professional responsibilities, as delineated by their job description, contract or conditions of employment. Contractors, consultants, volunteers or other parties to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that party performs an institutional service or function for which the district would otherwise use employees, is under the direct control of the district with respect to the use and maintenance of education records, and is subject to district policies concerning the redisclosure of personally identifiable information.

   The district shall maintain, for public inspection, a listing of the names and positions of individuals within the district who have access to personally identifiable information with respect to students with disabilities.

b. The disclosure is to officials of another school within the district;

c. The disclosure is to authorized representatives of:

   [The U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division] in connection

with an audit or evaluation of federal or state-supported education programs, or the enforcement of or compliance with federal or state-supported education programs, or the enforcement of or compliance with federal or state regulations.

d. The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to:

(1) Determine eligibility for the aid;
(2) Determine the amount of the aid;
(3) Determine the conditions for the aid; or
(4) Enforce the terms and condition of the aid.

As used in this section "financial aid" means any payment of funds provided to an individual that is conditioned on the individual's attendance at an educational agency or institution.

e. The disclosure is to organizations conducting studies for, or on behalf of, the district to:

(1) Develop, validate or administer predictive tests;
(2) Administer student aid programs; or
(3) Improve instruction.

The district may disclose information under this section only if disclosure is to an official listed in paragraph (c) above and who enters into a written agreement with the district that:

(1) Specifies the purpose, scope and duration of the study and the information to be disclosed;
(2) Limits the organization to using the personally identifiable information only for the purpose of the study;
(3) The study is conducted in a manner that does not permit personal identification of parents or students by individuals other than representatives of the organization; and
(4) The information is destroyed when no longer needed for the purposes for which the study was conducted.

For purposes of this section, the term "organization" includes, but is not limited to, federal, state and local agencies, and independent organizations.

f. The district may disclose information under this section only if the disclosure is to an official listed in paragraph (c) above who is conducting an audit related to the enforcement of or compliance with federal or state legal requirements and who enters into a written agreement with the district that:

(1) Designates the individual or entity as an authorized representative;
(2) Specifies the personally identifiable information being disclosed;
(3) Specifies the personally identifiable information being disclosed in the furtherance of an audit, evaluation or enforcement or compliance activity of the federal or state-supported education programs;
(4) Describes the activity with sufficient specificity to make clear it falls within the audit or evaluation exception; this must include a description of how the personally identifiable information will be used;

(5) Requires information to be destroyed when no longer needed for the purpose for which the study was conducted;
(6) Identifies the time period in which the personally identifiable information must be destroyed; and
(7) Establishes policies and procedures which are consistent with Family Education Rights and Privacy Act (FERPA) and other federal and state confidentiality and privacy provisions to insure the protection of the personally identifiable information from further disclosure and unauthorized use.

g. The disclosure is to accrediting organizations to carry out their accrediting functions;
h. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district may disclose information under this section only if the district makes a reasonable effort to notify the eligible student or student's parent(s) of the order or subpoena in advance of compliance, unless an order or subpoena of a federal court or agency prohibits notification to the parent(s) or student;
i. The disclosure is to comply with a judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependency matters;
j. The disclosure is to the parent(s) of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;
k. The disclosure is in connection with a health or safety emergency. The district shall disclose personally identifiable information from an education record to law enforcement, child protective services and health care professionals, and other appropriate parties in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. If the district determines that there is an articulable and significant threat, the district will document the information available at that time of determination and the rationale basis for the determination for the disclosure of the information from the educational records.

   In making a determination whether a disclosure may be made under the health or safety emergency, the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. As used in this section a "health or safety emergency" includes, but is not limited to, law enforcement efforts to locate a child who may be a victim of kidnap, abduction or custodial interference and law enforcement or child protective services efforts to respond to a report of child abuse or neglect pursuant to applicable state law, or other such reasons that the district may in good faith determine a health or safety emergency;
l. The disclosure is information the district has designated as "directory information" (See Board policy JOA – Directory Information);
m. The disclosure is to the parent(s) of a student who is not an eligible student or to an eligible student;
n. The disclosure is to officials of another school, school system, institution of postsecondary education, an education service district (ESD), state regional program or other educational agency that has requested the records and in which the student seeks or intends to enroll or is enrolled or in which the student receives services. The term "receives services" includes, but is not limited to, an evaluation or reevaluation for purposes of determining whether a student has a disability;
o. The disclosure is to the Board during an executive session pursuant to ORS 332.061;

p. The disclosure is to a caseworker or other representative, who has the right to access the student's case plan, of a state or local child welfare agency or tribal organization that are legally responsible for the care and protection of the student, provided the personally identifiable information will not be disclosed unless allowed by law.

The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

6. Record-Keeping Requirements

The district shall maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student. Exceptions to the record-keeping requirements shall include the parent, eligible student, school official or assistant responsible for custody of the records and parties authorized by state and federal law for auditing purposes. The district shall maintain the record with the education records of the student as long as the records are maintained. For each request or disclosure the record must include:

a. The party or parties who have requested or received personally identifiable information from the education records; and
b. The legitimate interests the parties had in requesting or obtaining the information.

The following parties may inspect the record of request for access and disclosure to a student's personally identifiable information:

a. The parent(s) or an eligible student;
b. The school official or assistants who are responsible for the custody of the records;
c. Those parties authorized by state or federal law for purposes of auditing the record-keeping procedures of the district.

7. Request for Amendment of Student's Education Record

If an eligible student or student's parent(s) believes the education records relating to the student contain information that is inaccurate, misleading or in violation of the student's rights of privacy or other rights, the student or parent(s) may ask the building level principal where the record is maintained to amend the record.

The principal shall decide, after consulting with the necessary staff, whether to amend the record as requested within a reasonable time after the request to amend has been made.

The request to amend the student's education record shall become a permanent part of the student's education record.

If the principal decides not to amend the record as requested, the eligible student or the student's parent(s) shall be informed of the decision and of a right to appeal the decision by requesting a hearing.

8. Hearing Rights of Parents or Eligible Students

If the building level principal decides not to amend the education record of a student as requested by the eligible student or the student's parent(s), the eligible student or student's parent(s) may request a formal hearing for the purpose of challenging information in the education record as inaccurate, misleading or in violation of the privacy or other rights of the student. The district shall appoint a hearings officer to conduct the formal hearing requested by the eligible student or student's parent. The hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing. The hearings officer will establish a date, time and location for the hearing, and give the student's parent or eligible student notice of date, time and location reasonably in advance of the hearing. The hearing will be held within [10] working days of receiving the written or verbal request for the hearing.

The hearings officer will convene and preside over a hearing panel consisting of:

a. The principal or designee;
b. A member chosen by the eligible student or student's parent(s); and
c. A disinterested, qualified third party appointed by the superintendent.

The parent or eligible student may, at own expense, choose one or more individuals to assist or represent them, including an attorney. The hearing shall be private. Persons other than the student, parent, witnesses and counsel shall not be admitted. The hearings officer shall preside over the panel. The panel will hear evidence from the school staff and the eligible student or student's parent(s) to determine the point(s) of disagreement concerning the records. Confidential conversations between a licensed employee or district counselor and a student shall not be part of the records hearing procedure. The eligible student or student's parent(s) has the right to insert written comments or explanations into the record regarding the disputed material. Such inserts shall remain in the education record as long as the education record or a contested portion is maintained and exists. The panel shall make a determination after hearing the evidence and make its recommendation in writing within [10] working days following the close of the hearing. The panel will make a determination based solely on the evidence presented at the hearing and will include a summary of the evidence and the reason for the decision. The findings of the panel shall be rendered in writing not more than [10] working days following the close of the hearing and submitted to all parties.

If, as a result of the hearing, the panel decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall inform the eligible student or the student's parent(s) of the right to place a statement in the record commenting on the contested information in the record or stating why there is disagreement with the decision of the panel. If a statement is placed in an education record, the district will ensure that the statement:

a. Is maintained as part of the student's records as long as the record or a contested portion is maintained by the district; and
b. Is disclosed by the district to any party to whom the student's records or the contested portion are disclosed.

If, as a result of the hearing, the panel decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall:

a. Amend the record accordingly; and
b. Inform the eligible student or the student's parent(s) of the amendment in writing.

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b. Such special education records as are necessary to document compliance with state and federal audits, for five years after the end of the school year in which the original was created. In the case of records documenting speech pathology and physical therapy services, until the student reaches age 21 or 5 years after last seen, whichever is longer.

Note: Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in ORS 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

Disclosure Statement
Required for use in collecting personally identifiable information
related to social security numbers.

On any form that requests the social security number (SSN), the following statement shall appear just above the space for the SSN:

> "Providing your social security number (SSN) is voluntary. If you provide it, the district will use your SSN for record-keeping, research, and reporting purposes only. The district will not use your SSN to make any decision directly affecting you or any other person. Your SSN will not be given to the general public. If you choose not to provide your SSN, you will not be denied any rights as a student. Please read the statement on the back of this form that describes how your SSN will be used. Providing your SSN means that you consent to the use of your SSN in the manner described."

On the back of the same form, or attached to it, the following statement shall appear:

> "OAR 581-021-0250 (1)(j) authorizes districts to ask you to provide your social security number (SSN). The SSN will be used by the district for reporting, research and record keeping. Your SSN will also be provided to the Oregon Department of Education. The Oregon Department of Education gathers information about students and programs to meet state and federal statistical reporting requirements. It also helps districts and the state research, plan and develop educational programs. This information supports the evaluation of educational programs and student success in the workplace."

The district and Oregon Department of Education may also match your SSN with records from other agencies as follows:

> The Oregon Department of Education uses information gathered from the Oregon Employment Division to learn about education, training and job market trends. The information is also used for planning, research and program improvement.
>
> State and private universities, colleges, community colleges and vocational schools use the information to find out how many students go on with their education and their level of success.
>
> Other state agencies use the information to help state and local agencies plan educational and training services to help Oregon citizens get the best jobs available.

Your SSN will be used only for statistical purposes as listed above. State and federal law protects the privacy of your records.

Reedsport School District

Code: JO/IGBAB-AR
Adopted: Unknown
Revised/Readopted: 8/16/23
Orig. Code: JO/IGBAB-AR

Education Records/Records of Students with Disabilities Management

1. Student Education Record

Student education records are those records that are directly related to a student and maintained by the district, or by a party acting for the district; however, this does not include the following:

a. Records of instructional, supervisory and administrative personnel and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
b. Records of the law enforcement unit of the district subject to the provisions of Oregon Administrative Rule (OAR) 581-021-0225;
c. Records relating to an individual who is employed by the district that are made and maintained in the normal course of business, which relate exclusively to the individual in that individual's capacity as an employee and that are not available for use for any other purpose. Records relating to an individual in attendance at the district who is employed as a result of status as a student, are education records and are not excepted under this section;
d. Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are:

(1) Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in a professional capacity or assisting in a paraprofessional capacity;
(2) Made, maintained or used only in connection with treatment of the student; and
(3) Disclosed only to individuals providing the treatment. For purposes of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the district.

e. Records that only contain information relating to activities in which an individual engaged after the individual is no longer a student at the district;
f. Medical or nursing records which are made or maintained separately and solely by a licensed health-care professional who is not employed by the district, and which are not used for education purposes or planning.

The district shall keep and maintain a permanent record on each student which includes the:

a. Name and address of educational agency or institution;
b. Full legal name of the student;
c. Student birth date and place of birth;
d. Names of parents;

e. Date of entry in school;
f. Name of school previously attended;
g. Courses of study and marks received;
h. Data documenting a student's progress toward achievement of state standards and must include a student's Oregon State Assessment results;
i. Credits earned;
j. Attendance;
k. Date of withdrawal from school; and
l. Such additional information as the district may prescribe.

The district may also request the social security number of the student and will include the social security number on the permanent record only if the eligible student or parent complies with the request. The request shall include notification to the eligible student or the student's parent(s) that the provision of the social security number is voluntary and notification of the purpose for which the social security number will be used.

The district shall retain permanent records in a minimum one-hour fire-safe place in the district, or keep a duplicate copy of the permanent records in a safe depository in another district location.

2. Confidentiality of Student Records

a. The district shall keep confidential any record maintained on a student in accordance with OAR 581-021-0220 through 581-021-0430.
b. Each district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.
c. Each district shall identify one official to assume responsibility for ensuring the confidentiality of any personally identifiable information.
d. All persons collecting or using personally identifiable information shall receive training or instruction on state policies and procedures.
e.

3. Rights of Parents and Eligible Students

The district shall annually notify parents and eligible students through the district student/parent handbook or any other means that are reasonably likely to inform the parents or eligible students of their rights. This notification shall state that the parent(s) or an eligible student has a right to:

a. Inspect and review the student's education records;
b. Request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
c. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the applicable state or federal law authorizes disclosure without consent;
d. Pursuant to OAR 581-021-0410, file with the Family Policy Compliance Office, United States Department of Education a complaint under 34 C.F.R. § 99.64 concerning alleged failures by the district to comply with the requirements of federal law; and
e. Obtain a copy of the district policy with regard to student education records.

The notification shall also inform parents or eligible students that the district forwards education records requested under OAR 581-021-0255. The notification shall also indicate where copies of the district policy are located and how copies may be obtained.

If the eligible student or the student's parent(s) has a primary or home language other than English, or has a disability, the district shall provide effective notice.

These rights shall be given to either parent unless the district has been provided with specific written evidence there is a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights.

When a student becomes an eligible student, which is defined as a student who has reached 18 years of age or is attending only an institution of postsecondary education and is not enrolled in a secondary school, the rights accorded to, and the consent required of, the parents transfer from the parents to the student. Nothing prevents the district from giving students rights in addition to those given to parents.

4. Parent's or Eligible Student's Right to Inspect and Review

The district shall permit an eligible student or student's parent(s) or a representative of a parent or eligible student, if authorized in writing by the eligible student or student's parent(s), to inspect and review the education records of the student, unless the education records of a student contain information on more than one student. In that case the eligible student or student's parent(s) may inspect, review or be informed of only the specific information about the student.

The district shall comply with a request for access to records:

a. Within a reasonable period of time and without unnecessary delay;
b. For children with disabilities before any meeting regarding an individualized education program (IEP), or any due process hearing, or any resolution session related to a due process hearing;
c. In no case more than 45 days after it has received the request.

The district shall respond to reasonable requests for explanations and interpretations of the student's education record.

The parent(s) or an eligible student shall comply with the following procedure to inspect and review a student's education record:

a. Provide a written, dated request to inspect a student's education record; and
b. State the specific reason for requesting the inspection.

The written request will be permanently added to the student's education record.

The district shall not destroy any education record if there is an outstanding request to inspect and review the education record.

While the district is not required to give an eligible student or student's parent(s) access to treatment records under the definition of "education records" in OAR 581-021-0220(6)(b)(D), the eligible student or student's parent(s) may, at their expense, choose a physician or other appropriate professional and have those records reviewed.

If an eligible student or student's parent(s) so requests, the district shall give the eligible student or student's parent(s) a copy of the student's education record. The district may recover a fee for providing a copy of the record, but only for the actual costs of reproducing the record unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's educational records. The district may not charge a fee to search for or to retrieve the education records of a student.

The district shall not provide the eligible student or student's parent(s) with a copy of test protocols, test questions and answers and other documents described in Oregon Revised Statutes (ORS) 192.345(4) unless authorized by federal law.

The district will maintain a list of the types and locations of education records maintained by the district and the titles and addresses of officials responsible for the records.
Student education records will be maintained at the school building at which the student is in attendance except for special education records which may be located at another designated location within the district. The administrator/principal or designee shall be the person responsible for maintaining and releasing the education records.

5. Release of Personally Identifiable Information

Personally identifiable information shall not be released without prior written consent of the eligible student or student's parent(s) except in the following cases:

a. The disclosure is to other school officials, including teachers, within the district who have a legitimate educational interest.

   As used in this section, "legitimate educational interest" means a district official employed by the district as an administrator, supervisor, instructor or staff support member; a person serving on a school board who needs to review an educational record in order to fulfill his or her professional responsibilities, as delineated by their job description, contract or conditions of employment. Contractors, consultants, volunteers or other parties to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that party performs an institutional service or function for which the district would otherwise use employees, is under the direct control of the district with respect to the use and maintenance of education records, and is subject to district policies concerning the redisclosure of personally identifiable information.

   The district shall maintain, for public inspection, a listing of the names and positions of individuals within the district who have access to personally identifiable information with respect to students with disabilities.

b. The disclosure is to officials of another school within the district;
c. The disclosure is to authorized representatives of:

The U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division in connection with an audit or evaluation of federal or state -supported education programs, or the enforcement of or compliance with federal or state -supported education programs, or the enforcement of or compliance with federal or state regulations.

d. The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to:

(1) Determine eligibility for the aid;
(2) Determine the amount of the aid;
(3) Determine the conditions for the aid; or
(4) Enforce the terms and condition of the aid.

As used in this section "financial aid" means any payment of funds provided to an individual that is conditioned on the individual's attendance at an educational agency or institution.

e. The disclosure is to organizations conducting studies for, or on behalf of, the district to:

(1) Develop, validate or administer predictive tests;
(2) Administer student aid programs; or
(3) Improve instruction.

The district may disclose information under this section only if disclosure is to an official listed in paragraph (c) above and who enters into a written agreement with the district that:

(1) Specifies the purpose, scope and duration of the study and the information to be disclosed;
(2) Limits the organization to using the personally identifiable information only for the purpose of the study;
(3) The study is conducted in a manner that does not permit personal identification of parents or students by individuals other than representatives of the organization; and
(4) The information is destroyed when no longer needed for the purposes for which the study was conducted.

For purposes of this section, the term "organization" includes, but is not limited to, federal, state and local agencies, and independent organizations.

f. The district may disclose information under this section only if the disclosure is to an official listed in paragraph (c) above who is conducting an audit related to the enforcement of or compliance with federal or state legal requirements and who enters into a written agreement with the district that:

(1) Designates the individual or entity as an authorized representative;
(2) Specifies the personally identifiable information being disclosed;
(3) Specifies the personally identifiable information being disclosed in the furtherance of an audit, evaluation or enforcement or compliance activity of the federal or state -supported education programs;

(4) Describes the activity with sufficient specificity to make clear it falls within the audit or evaluation exception; this must include a description of how the personally identifiable information will be used;
(5) Requires information to be destroyed when no longer needed for the purpose for which the study was conducted;
(6) Identifies the time period in which the personally identifiable information must be destroyed; and
(7) Establishes policies and procedures which are consistent with Family Education Rights and Privacy Act (FERPA) and other federal and state confidentiality and privacy provisions to insure the protection of the personally identifiable information from further disclosure and unauthorized use.

g. The disclosure is to accrediting organizations to carry out their accrediting functions;
h. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district may disclose information under this section only if the district makes a reasonable effort to notify the eligible student or student's parent(s) of the order or subpoena in advance of compliance, unless an order or subpoena of a federal court or agency prohibits notification to the parent(s) or student;
i. The disclosure is to comply with a judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependency matters;
j. The disclosure is to the parent(s) of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;
k. The disclosure is in connection with a health or safety emergency. The district shall disclose personally identifiable information from an education record to law enforcement, child protective services and health care professionals, and other appropriate parties in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. If the district determines that there is an articulable and significant threat, the district will document the information available at that time of determination and the rationale basis for the determination for the disclosure of the information from the educational records.

In making a determination whether a disclosure may be made under the health or safety emergency, the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. As used in this section a "health or safety emergency" includes, but is not limited to, law enforcement efforts to locate a child who may be a victim of kidnap, abduction or custodial interference and law enforcement or child protective services efforts to respond to a report of child abuse or neglect pursuant to applicable state law, or other such reasons that the district may in good faith determine a health or safety emergency;

l. The disclosure is information the district has designated as "directory information" (See Board policy JOA – Directory Information);
m. The disclosure is to the parent(s) of a student who is not an eligible student or to an eligible student;
n. The disclosure is to officials of another school, school system, institution of postsecondary education, an education service district (ESD), state regional program or other educational agency that has requested the records and in which the student seeks or intends to enroll or is enrolled or in which the student receives services. The term "receives services" includes, but is

not limited to, an evaluation or reevaluation for purposes of determining whether a student has a disability;

o. The disclosure is to the Board during an executive session pursuant to ORS 332.061;

p. The disclosure is to a caseworker or other representative, who has the right to access the student's case plan, of a state or local child welfare agency or tribal organization that are legally responsible for the care and protection of the student, provided the personally identifiable information will not be disclosed unless allowed by law.

The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

6. Record-Keeping Requirements

The district shall maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student. Exceptions to the record-keeping requirements shall include the parent, eligible student, school official or assistant responsible for custody of the records and parties authorized by state and federal law for auditing purposes. The district shall maintain the record with the education records of the student as long as the records are maintained. For each request or disclosure the record must include:

a. The party or parties who have requested or received personally identifiable information from the education records; and
b. The legitimate interests the parties had in requesting or obtaining the information.

The following parties may inspect the record of request for access and disclosure to a student's personally identifiable information:

a. The parent(s) or an eligible student;
b. The school official or assistants who are responsible for the custody of the records;
c. Those parties authorized by state or federal law for purposes of auditing the record-keeping procedures of the district.

7. Request for Amendment of Student's Education Record

If an eligible student or student's parent(s) believes the education records relating to the student contain information that is inaccurate, misleading or in violation of the student's rights of privacy or other rights, the student or parent(s) may ask the building level principal where the record is maintained to amend the record.

The principal shall decide, after consulting with the necessary staff, whether to amend the record as requested within a reasonable time after the request to amend has been made.

The request to amend the student's education record shall become a permanent part of the student's education record.

If the principal decides not to amend the record as requested, the eligible student or the student's parent(s) shall be informed of the decision and of a right to appeal the decision by requesting a hearing.

8. Hearing Rights of Parents or Eligible Students

If the building level principal decides not to amend the education record of a student as requested by the eligible student or the student's parent(s), the eligible student or student's parent(s) may request a formal hearing for the purpose of challenging information in the education record as inaccurate, misleading or in violation of the privacy or other rights of the student. The district shall appoint a hearings officer to conduct the formal hearing requested by the eligible student or student's parent. The hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing. The hearings officer will establish a date, time and location for the hearing, and give the student's parent or eligible student notice of date, time and location reasonably in advance of the hearing. The hearing will be held within 10 working days of receiving the written or verbal request for the hearing.

The hearings officer will convene and preside over a hearing panel consisting of:

a. The principal or designee;
b. A member chosen by the eligible student or student's parent(s); and
c. A disinterested, qualified third party appointed by the superintendent.

The parent or eligible student may, at own expense, choose one or more individuals to assist or represent them, including an attorney. The hearing shall be private. Persons other than the student, parent, witnesses and counsel shall not be admitted. The hearings officer shall preside over the panel. The panel will hear evidence from the school staff and the eligible student or student's parent(s) to determine the point(s) of disagreement concerning the records. Confidential conversations between a licensed employee or district counselor and a student shall not be part of the records hearing procedure. The eligible student or student's parent(s) has the right to insert written comments or explanations into the record regarding the disputed material. Such inserts shall remain in the education record as long as the education record or a contested portion is maintained and exists. The panel shall make a determination after hearing the evidence and make its recommendation in writing within 10 working days following the close of the hearing. The panel will make a determination based solely on the evidence presented at the hearing and will include a summary of the evidence and the reason for the decision. The findings of the panel shall be rendered in writing not more than 10 working days following the close of the hearing and submitted to all parties.

If, as a result of the hearing, the panel decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall inform the eligible student or the student's parent(s) of the right to place a statement in the record commenting on the contested information in the record or stating why there is disagreement with the decision of the panel. If a statement is placed in an education record, the district will ensure that the statement:

d. Is maintained as part of the student's records as long as the record or a contested portion is maintained by the district; and

e. Is disclosed by the district to any party to whom the student's records or the contested portion are disclosed.

If, as a result of the hearing, the panel decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall:

a. Amend the record accordingly; and
b. Inform the eligible student or the student's parent(s) of the amendment in writing.

9. Duties and Responsibilities When Requesting Education Records

The district shall, within 10 days of a student seeking initial enrollment in or services from the district, notify the public or private school, ESD, institution, agency or detention facility or youth care center in which the student was formerly enrolled, and shall request the student's education records.

10. Duties and Responsibilities When Transferring Education Records

The district shall transfer originals of all requested student education records, including any ESD records, relating to the particular student to the new educational agency when a request to transfer the education records is made to the district. The transfer shall be made no later than 10 days after receipt of the request. For students in substitute care programs, the transfer must take place within five days of a request. Readable copies of the following documents shall be retained:

a. The student's permanent records, for one year;
b. Such special education records as are necessary to document compliance with state and federal audits, for five years after the end of the school year in which the original was created. In the case of records documenting speech pathology and physical therapy services, until the student reaches age 21 or 5 years after last seen, whichever is longer.

Note: Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in ORS 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

Disclosure Statement

Required for use in collecting personally identifiable information related to social security numbers.

On any form that requests the social security number (SSN), the following statement shall appear just above the space for the SSN:

> "Providing your social security number (SSN) is voluntary. If you provide it, the district will use your SSN for record-keeping, research, and reporting purposes only. The district will not use your SSN to make any decision directly affecting you or any other person. Your SSN will not be given to the general public. If you choose not to provide your SSN, you will not be denied any rights as a student. Please read the statement on the back of this form that describes how your SSN will be used. Providing your SSN means that you consent to the use of your SSN in the manner described."

On the back of the same form, or attached to it, the following statement shall appear:

> "OAR 581-021-0250 (1)(j) authorizes districts to ask you to provide your social security number (SSN). The SSN will be used by the district for reporting, research and record keeping. Your SSN will also be provided to the Oregon Department of Education. The Oregon Department of Education gathers information about students and programs to meet state and federal statistical reporting requirements. It also helps districts and the state research, plan and develop educational programs. This information supports the evaluation of educational programs and student success in the workplace."

The district and Oregon Department of Education may also match your SSN with records from other agencies as follows:

> The Oregon Department of Education uses information gathered from the Oregon Employment Division to learn about education, training and job market trends. The information is also used for planning, research and program improvement.

State and private universities, colleges, community colleges and vocational schools use the information to find out how many students go on with their education and their level of success.

Other state agencies use the information to help state and local agencies plan educational and training services to help Oregon citizens get the best jobs available.

Your SSN will be used only for statistical purposes as listed above. State and federal law protects the privacy of your records.

OSBA Model Sample Administrative Regulation

Code: JO/IGBAB-AR
Adopted:

Suggested updates are color coded:
BLUE – OSBA Suggested Updates
~~BLUE~~ – OSBA Suggested Delete

Education Records/Records of Students with Disabilities Management

1. Student Education Record

Student education records are those records that are directly related to a student and maintained by the district, or by a party acting for the district; however, this does not include the following:

a. Records of instructional, supervisory and administrative personnel and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
b. Records of the law enforcement unit of the district subject to the provisions of Oregon Administrative Rule (OAR) 581-021-0225;
c. Records relating to an individual who is employed by the district that are made and maintained in the normal course of business, which relate exclusively to the individual in that individual's capacity as an employee and that are not available for use for any other purpose. Records relating to an individual in attendance at the district who is employed as a result of status as a student, are education records and are not excepted under this section;
d. Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are:

   (1) Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in a professional capacity or assisting in a paraprofessional capacity;
   (2) Made, maintained or used only in connection with treatment of the student; and
   (3) Disclosed only to individuals providing the treatment. For purposes of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the district.

e. Records that only contain information relating to activities in which an individual engaged after the individual is no longer a student at the district;
f. Medical or nursing records which are made or maintained separately and solely by a licensed health-care professional who is not employed by the district, and which are not used for education purposes or planning.

The district shall keep and maintain a permanent record on each student which includes the:

a. Name and address of educational agency or institution;
b. Full legal name of the student;
c. Student's birth date ~~and place of birth~~;
d. Name~~s~~ of parents/guardians;
e. Date of entry into the school;
f. Name of school previously attended;

g. Courses of study and marks received;
h. Data documenting a student's progress toward achievement of state standards and must include a student's Oregon State Assessment results;
i. Credits earned;
j. Attendance; and
k. Date of withdrawal from school~~; and.~~
~~l. Such additional information as the district may prescribe.~~

The district may ~~also~~ request the social security number of the student ~~and will include the social security number on the permanent record only if the eligible student or parent complies with the request~~. The request shall include notification to the eligible student or the student's parent(s) that the provision of the social security number is voluntary and notification of the purpose for which the social security number will be used.

The district shall retain permanent records in a minimum one-hour fire-safe place in the district, or keep a duplicate copy of the permanent records in a safe depository in another district location.

2. Confidentiality of Student Records

a. The district shall keep confidential any record maintained on a student in accordance with OAR 581-021-0220 through 581-021-0430.
b. Each district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.
c. Each district shall identify one official to assume responsibility for ensuring the confidentiality of any personally identifiable information.
d. All persons collecting or using personally identifiable information shall receive training or instruction on state policies and procedures.

3. Rights of Parents and Eligible Students

The district shall annually notify parents and eligible students through the district student/parent handbook or any other means that are reasonably likely to inform the parents or eligible students of their rights. This notification shall state that the parent(s) or an eligible student has a right to:

a. Inspect and review the student's education records;
b. Request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
c. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the applicable state or federal law authorizes disclosure without consent;
d. Pursuant to OAR 581-021-0410, file with the Family Policy Compliance Office, United States Department of Education a complaint under 34 C.F.R. § 99.64 concerning alleged failures by the district to comply with the requirements of federal law; and
e. Obtain a copy of the district policy with regard to student education records.

The notification shall also inform parents or eligible students that the district forwards education records requested under OAR 581-021-0255. The notification shall also indicate where copies of the district policy are located and how copies may be obtained.

If the eligible student or the student's parent(s) has a primary or home language other than English, or has a disability, the district shall provide effective notice.

These rights shall be given to either parent unless the district has been provided with specific written evidence there is a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights.

When a student becomes an eligible student, which is defined as a student who has reached 18 years of age or is attending only an institution of postsecondary education and is not enrolled in a secondary school, the rights accorded to, and the consent required of, the parents transfer from the parents to the student. Nothing prevents the district from giving students rights in addition to those given to parents.

4. Parent's or Eligible Student's Right to Inspect and Review

The district shall permit an eligible student or student's parent(s) or a representative of a parent or eligible student, if authorized in writing by the eligible student or student's parent(s), to inspect and review the education records of the student, unless the education records of a student contain information on more than one student. In that case the eligible student or student's parent(s) may inspect, review or be informed of only the specific information about the student.

The district shall comply with a request for access to records:

a. Within a reasonable period of time and without unnecessary delay;
b. For children with disabilities before any meeting regarding an individualized education program (IEP), or any due process hearing, or any resolution session related to a due process hearing[1];
c. In no case more than 45 days after it has received the request.

The district shall respond to reasonable requests for explanations and interpretations of the student's education record.

The parent(s) or an eligible student shall comply with the following procedure to inspect and review a student's education record:

a. Provide a written, dated request to inspect a student's education record; and
b. State the specific reason for requesting the inspection.

The written request will be permanently added to the student's education record.

The district shall not destroy any education record if there is an outstanding request to inspect and review the education record.

While the district is not required to give an eligible student or student's parent(s) access to treatment records under the definition of "education records" in OAR 581-021-0220(6)(b)(D), the eligible

[1] Records must be provided without undue delay, which may not exceed 10 business days from the date of the request for the records. Records may be redacted only to the extent necessary to protect personally identifiable information of other children unless disclosure is authorized by law or court order.

student or student's parent(s) may, at their expense, choose a physician or other appropriate professional and have those records reviewed.

If an eligible student or student's parent(s) so requests, the district shall give the eligible student or student's parent(s) a copy of the student's education record. The district may recover a fee for providing a copy of the record, but only for the actual costs of reproducing the record unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's educational records. The district may not charge a fee to search for or to retrieve the education records of a student.

The district shall not provide the eligible student or student's parent(s) with a copy of test protocols, test questions and answers and other documents described in Oregon Revised Statutes (ORS) 192.345(4) unless authorized by federal law.

The district will maintain a list of the types and locations of education records maintained by the district and the titles and addresses of officials responsible for the records.

Student education records will be maintained at the school building at which the student is in attendance except for special education records which may be located at another designated location within the district. The [administrator/principal or designee] shall be the person responsible for maintaining and releasing the education records.

5. Release of Personally Identifiable Information

Personally identifiable information shall not be released without prior written consent of the eligible student or student's parent(s) except in the following cases:

a. The disclosure is to other school officials, including teachers, within the district who have a legitimate educational interest.

As used in this section, "legitimate educational interest" means a district official employed by the district as an administrator, supervisor, instructor or staff support member; a person serving on a school board who needs to review an educational record in order to fulfill their professional responsibilities, as delineated by their job description, contract or conditions of employment. Contractors, consultants, volunteers or other parties to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that party performs an institutional service or function for which the district would otherwise use employees, is under the direct control of the district with respect to the use and maintenance of education records, and is subject to district policies concerning the redisclosure of personally identifiable information.

The district shall maintain, for public inspection, a listing of the names and positions of individuals within the district who have access to personally identifiable information with respect to students with disabilities.

b. The disclosure is to officials of another school within the district;

c. The disclosure is to authorized representatives of:

[The U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division] in connection

with an audit or evaluation of federal or state-supported education programs, or the enforcement of or compliance with federal or state-supported education programs, or the enforcement of or compliance with federal or state regulations.

d. The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to:

(1) Determine eligibility for the aid;
(2) Determine the amount of the aid;
(3) Determine the conditions for the aid; or
(4) Enforce the terms and condition of the aid.

As used in this section "financial aid" means any payment of funds provided to an individual that is conditioned on the individual's attendance at an educational agency or institution.

e. The disclosure is to organizations conducting studies for, or on behalf of, the district to:

(1) Develop, validate or administer predictive tests;
(2) Administer student aid programs; or
(3) Improve instruction.

The district may disclose information under this section only if disclosure is to an official listed in paragraph (c) above and who enters into a written agreement with the district that:

(1) Specifies the purpose, scope and duration of the study and the information to be disclosed;
(2) Limits the organization to using the personally identifiable information only for the purpose of the study;
(3) The study is conducted in a manner that does not permit personal identification of parents or students by individuals other than representatives of the organization; and
(4) The information is destroyed when no longer needed for the purposes for which the study was conducted.

For purposes of this section, the term "organization" includes, but is not limited to, federal, state and local agencies, and independent organizations.

f. The district may disclose information under this section only if the disclosure is to an official listed in paragraph (c) above who is conducting an audit related to the enforcement of or compliance with federal or state legal requirements and who enters into a written agreement with the district that:

(1) Designates the individual or entity as an authorized representative;
(2) Specifies the personally identifiable information being disclosed;
(3) Specifies the personally identifiable information being disclosed in the furtherance of an audit, evaluation or enforcement or compliance activity of the federal or state-supported education programs;
(4) Describes the activity with sufficient specificity to make clear it falls within the audit or evaluation exception; this must include a description of how the personally identifiable information will be used;

(5) Requires information to be destroyed when no longer needed for the purpose for which the study was conducted;
(6) Identifies the time period in which the personally identifiable information must be destroyed; and
(7) Establishes policies and procedures which are consistent with Family Education Rights and Privacy Act (FERPA) and other federal and state confidentiality and privacy provisions to insure the protection of the personally identifiable information from further disclosure and unauthorized use.

g. The disclosure is to accrediting organizations to carry out their accrediting functions;
h. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district may disclose information under this section only if the district makes a reasonable effort to notify the eligible student or student's parent(s) of the order or subpoena in advance of compliance, unless an order or subpoena of a federal court or agency prohibits notification to the parent(s) or student;
i. The disclosure is to comply with a judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependency matters;
j. The disclosure is to the parent(s) of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;
k. The disclosure is in connection with a health or safety emergency. The district shall disclose personally identifiable information from an education record to law enforcement, child protective services and health care professionals, and other appropriate parties in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. If the district determines that there is an articulable and significant threat, the district will document the information available at that time of determination and the rationale basis for the determination for the disclosure of the information from the educational records.

In making a determination whether a disclosure may be made under the health or safety emergency, the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. As used in this section a "health or safety emergency" includes, but is not limited to, law enforcement efforts to locate a child who may be a victim of kidnap, abduction or custodial interference and law enforcement or child protective services efforts to respond to a report of child abuse or neglect pursuant to applicable state law, or other such reasons that the district may in good faith determine a health or safety emergency;
l. The disclosure is information the district has designated as "directory information" (See Board policy JOA – Directory Information);
m. The disclosure is to the parent(s) of a student who is not an eligible student or to an eligible student;
n. The disclosure is to officials of another school, school system, institution of postsecondary education, an education service district (ESD), state regional program or other educational agency that has requested the records and in which the student seeks or intends to enroll or is enrolled or in which the student receives services. The term "receives services" includes, but is not limited to, an evaluation or reevaluation for purposes of determining whether a student has a disability;
o. The disclosure is to the Board during an executive session pursuant to ORS 332.061;

p. The disclosure is to a caseworker or other representative, who has the right to access the student's case plan, of a state or local child welfare agency or tribal organization that are legally responsible for the care and protection of the student, provided the personally identifiable information will not be disclosed unless allowed by law.

The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

6. Record-Keeping Requirements

The district shall maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student. Exceptions to the record-keeping requirements shall include the parent, eligible student, school official or assistant responsible for custody of the records and parties authorized by state and federal law for auditing purposes. The district shall maintain the record with the education records of the student as long as the records are maintained. For each request or disclosure the record must include:

a. The party or parties who have requested or received personally identifiable information from the education records; and
b. The legitimate interests the parties had in requesting or obtaining the information.

The following parties may inspect the record of request for access and disclosure to a student's personally identifiable information:

a. The parent(s) or an eligible student;
b. The school official or assistants who are responsible for the custody of the records;
c. Those parties authorized by state or federal law for purposes of auditing the record-keeping procedures of the district.

7. Request for Amendment of Student's Education Record

If an eligible student or student's parent(s) believes the education records relating to the student contain information that is inaccurate, misleading or in violation of the student's rights of privacy or other rights, the student or parent(s) may ask the building level principal where the record is maintained to amend the record.

The principal shall decide, after consulting with the necessary staff, whether to amend the record as requested within a reasonable time after the request to amend has been made.

The request to amend the student's education record shall become a permanent part of the student's education record.

If the principal decides not to amend the record as requested, the eligible student or the student's parent(s) shall be informed of the decision and of a right to appeal the decision by requesting a hearing.

8. Hearing Rights of Parents or Eligible Students

If the building level principal decides not to amend the education record of a student as requested by the eligible student or the student's parent(s), the eligible student or student's parent(s) may request a formal hearing for the purpose of challenging information in the education record as inaccurate, misleading or in violation of the privacy or other rights of the student. The district shall appoint a hearings officer to conduct the formal hearing requested by the eligible student or student's parent. The hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing. The hearings officer will establish a date, time and location for the hearing, and give the student's parent or eligible student notice of date, time and location reasonably in advance of the hearing. The hearing will be held within [10] working days of receiving the written or verbal request for the hearing.

The hearings officer will convene and preside over a hearing panel consisting of:

a. The principal or designee;
b. A member chosen by the eligible student or student's parent(s); and
c. A disinterested, qualified third party appointed by the superintendent.

The parent or eligible student may, at own expense, choose one or more individuals to assist or represent them, including an attorney. The hearing shall be private. Persons other than the student, parent, witnesses and counsel shall not be admitted. The hearings officer shall preside over the panel. The panel will hear evidence from the school staff and the eligible student or student's parent(s) to determine the point(s) of disagreement concerning the records. Confidential conversations between a licensed employee or district counselor and a student shall not be part of the records hearing procedure. The eligible student or student's parent(s) has the right to insert written comments or explanations into the record regarding the disputed material. Such inserts shall remain in the education record as long as the education record or a contested portion is maintained and exists. The panel shall make a determination after hearing the evidence and make its recommendation in writing within [10] working days following the close of the hearing. The panel will make a determination based solely on the evidence presented at the hearing and will include a summary of the evidence and the reason for the decision. The findings of the panel shall be rendered in writing not more than [10] working days following the close of the hearing and submitted to all parties.

If, as a result of the hearing, the panel decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall inform the eligible student or the student's parent(s) of the right to place a statement in the record commenting on the contested information in the record or stating why there is disagreement with the decision of the panel. If a statement is placed in an education record, the district will ensure that the statement:

a. Is maintained as part of the student's records as long as the record or a contested portion is maintained by the district; and
b. Is disclosed by the district to any party to whom the student's records or the contested portion are disclosed.

If, as a result of the hearing, the panel decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall:

a. Amend the record accordingly; and
b. Inform the eligible student or the student's parent(s) of the amendment in writing.

9. Duties and Responsibilities When Requesting Education Records

The district shall, within 10 days of a student seeking initial enrollment in or services from the district, notify the public or private school, ESD, institution, agency or detention facility or youth care center in which the student was formerly enrolled, and shall request the student's education records.

10. Duties and Responsibilities When Transferring Education Records

The district shall transfer originals of all requested student education records, including any ESD records, relating to the particular student to the new educational agency when a request to transfer the education records is made to the district. The transfer shall be made no later than 10 days after receipt of the request. For students in substitute care programs, the transfer must take place within five days of a request. Readable copies of the following documents shall be retained:

a. The student's permanent records, for one year;
b. Such special education records as are necessary to document compliance with state and federal audits, for five years after the end of the school year in which the original was created. In the case of records documenting speech pathology and physical therapy services, until the student reaches age 21 or 5 years after last seen, whichever is longer.

Note: Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in ORS 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

Disclosure Statement
Required for use in collecting personally identifiable information
related to social security numbers.

On any form that requests the social security number (SSN), the following statement shall appear just above the space for the SSN:

> "Providing your social security number (SSN) is voluntary. If you provide it, the district will use your SSN for record-keeping, research, and reporting purposes only. The district will not use your SSN to make any decision directly affecting you or any other person. Your SSN will not be given to the general public. If you choose not to provide your SSN, you will not be denied any rights as a student. Please read the statement on the back of this form that describes how your SSN will be used. Providing your SSN means that you consent to the use of your SSN in the manner described."

On the back of the same form, or attached to it, the following statement shall appear:

> "OAR 581-021-0250 (1)(j) authorizes districts to ask you to provide your social security number (SSN). The SSN will be used by the district for reporting, research and record keeping. Your SSN will also be provided to the Oregon Department of Education. The Oregon Department of Education gathers information about students and programs to meet state and federal statistical reporting requirements. It also helps districts and the state research, plan and develop educational programs. This information supports the evaluation of educational programs and student success in the workplace."

The district and Oregon Department of Education may also match your SSN with records from other agencies as follows:

> The Oregon Department of Education uses information gathered from the Oregon Employment Division to learn about education, training and job market trends. The information is also used for planning, research and program improvement.
>
> State and private universities, colleges, community colleges and vocational schools use the information to find out how many students go on with their education and their level of success.
>
> Other state agencies use the information to help state and local agencies plan educational and training services to help Oregon citizens get the best jobs available.

Your SSN will be used only for statistical purposes as listed above. State and federal law protects the privacy of your records.

IIA Instructional Materials

November 2026 Policy Update Summary

OSBA designation: Highly Recommended

Proposed action: Revise and readopt IIA, replacing the title Instructional Resources/Instructional Materials with Instructional Materials.

Why OSBA Updated This Policy

OSBA's August 2025 update incorporates Senate Bill 1098 (2025), addressing discrimination in selecting, retaining, and removing school materials. It also defines material categories and organizes selection and reconsideration procedures. RSD's September 2023 policy already addresses bias and Board adoption; this proposal provides more specific duties and processes.

The statutory protections and applicable reconsideration requirements are mandatory. OSBA's exact wording, optional explanatory phrases, and separate model regulations are local drafting choices.

What Changes for Reedsport?

1. Four categories clarify who selects materials.

Core materials are the main course resources, including print or digital programs; the Board approves them before use. Supplemental materials support instruction and are generally teacher selected. School library materials are selected by a librarian using established criteria. Classroom library materials are selected by the teacher and/or others. The latter three categories are not individually adopted by the Board under the proposal.

RSD currently provides for cooperative selection of supplemental and library resources. The proposal assigns more distinct roles and allows administration to choose the procedure when categories overlap. The classification must still comply with law; using a library item for class does not automatically remove legal protections.

2. Discriminatory selection and removal are expressly prohibited.

The sample prohibits rejecting covered materials because of specified groups' perspectives, stories, or authorship. Library protections follow ORS 659.850; textbook and instructional-material provisions reference ORS 337.260. OSBA notes that the latter statute addresses American history and government, while districts may extend its protections to other materials. Jon deletes that subject qualifier, leaving the proposed policy broader.

3. Reconsideration becomes an express policy process.

Challenged materials remain available during review. Removal cannot be discriminatory. The sample refers generally to reconsideration procedures and notes potential public-meetings and public-records duties. For library-removal requests by people outside the selection role, state law requires an eligible written request, committee review, continued circulation, and a public written explanation if removal is approved. Procedures must satisfy applicable requirements even if model AR references are omitted.

4. Board approval remains; supporting procedures change.

The Superintendent remains authorized to develop selection regulations. The proposal retains State Board adoption-cycle alignment and print-disability access review. RSD's current express pre-adoption public review opportunity, cost/durability criteria, and equivalent distribution direction are not repeated in this sample; the Board should identify where those expectations and applicable duties will be addressed.

Jon's Suggested Edits

Green text retains student participation in core-material selection, the ORS 337.260 compliance statement, and named supplemental selection roles: teachers, principals, librarians, and/or others as appropriate.

Red text deletes the global-inclusivity phrase; the ORS 337.260 explanatory group list; "seven-year"; the history/government qualifier; specific reconsideration AR references; the independent-adoption paragraph; and wording allowing selection without a formal process. The main legal prohibitions and general reconsideration paragraph remain.

Statutory protections, adoption cycles, and mandatory reconsideration safeguards continue. The independent-adoption option remains available under law despite omission of that paragraph.

What Does Not Change?

Core materials remain Board approved. Administration implements selection procedures with staff, parent, student, and community participation. Readability, accessibility, nondiscrimination, and applicable adoption requirements continue.

Important Board Considerations

- Confirm reconsideration committee membership, timelines, decision authority, and public explanations. Deleting model AR references does not establish another process.
- Add citizenship and immigration status to the library protected-class list, effective July 1, 2026 under ORS 659.850. The statute reference already incorporates its full scope.
- Address current public-review, selection-criteria, and equivalent-distribution expectations. Clarify administration's role when categories overlap.
- Follow the current State Board schedule; deleting "seven-year" does not permit indefinite delay.

Legal Basis

SB 1098 (2025); ORS 337.277–337.280 (library materials), 337.260 (covered instructional materials), 336.082 (curriculum), and 659.850 (nondiscrimination); and applicable OAR 581-011 and 581-022 instructional-material requirements. ODE's current guidance includes the July 2026 protected-class additions.

Sources: RSD's September 2023 IIA; edited August 2025 model; OSBA's August 2025 update, pages 5–6; official sources. Reviewed October 22, 2026. Related RSD ARs were not supplied.

SB 1098 enrolled legislation

ODE Freedom to Read guidance and current protections

ODE instructional materials requirements and adoption options

What Is the Board Being Asked to Do?

Revise and readopt IIA after resolving local choices, updating current-law details, and confirming selection and reconsideration procedures.

Board Packet Summary

Update IIA to define material categories, clarify selection roles, and implement SB 1098 nondiscrimination and reconsideration protections. Core materials remain Board approved. Jon proposes deleting selected model wording and AR references; legal duties continue. Update the protected-class list and confirm procedures before adoption.

Reedsport School District

Code: IIA
Adopted: 6/16/10
Revised/Readopted: 9/13/23
Orig. Code: IIA

Instructional Resources/Instructional Materials

The Board believes that proper care and judgment should be exercised in selecting basic instructional materials. While the Board retains the authority to approve district instructional materials adoptions, it authorizes the superintendent to develop and implement administrative regulations governing how selections are determined. Such procedures will provide for administrator, staff, parent, student and community involvement and employ suitable selection criteria to ensure that the recommended instructional materials will meet the needs of the program, students, teachers and community.

The district will review instructional materials in accordance with the State Board of Education adoption cycle. Each instructional program and basic instructional materials will be reviewed on a seven- year cycle and recommendations for appropriate instructional materials will be made.

Recommended instructional resources and materials will be free of racial, color, national origin, religious, disability, age, marital status, gender identity, sexual orientation or sexual bias. The instructional materials will contain appropriate readability levels, support the district's adopted curriculum content, provide ease of teacher use, be attractive and durable and be purchased at a reasonable cost.

The district will establish a process and timeline for regularly determining and considering whether the textbooks and other instructional materials are available through online resources that enable students with print disabilities to receive textbooks and instructional materials free of charge.

All basic instructional materials recommended for adoption need to be approved for use by the Board. Prior to Board approval, parents, students and interested district patrons will have the opportunity to review the recommended instructional materials and be encouraged to provide opinions about them and their use in the classrooms.

All supplementary materials and library/media resources will be selected cooperatively by teachers, principals, librarians and sometimes with the assistance of students and parents. Recommended supplementary materials and library/media resources will also be free of racial, color, national origin, religious, disability, age, marital status, gender identity, sexual orientation or sexual bias. The instructional materials will contain appropriate readability levels, support the district's adopted curriculum content, provide for ease of teacher use, be attractive and durable and be purchased at a reasonable cost.

To be in compliance with the requirements of federal law, the Board directs the superintendent to distribute curriculum materials and instructional supplies to district schools in such a manner that ensures all schools receive equivalent materials.

END OF POLICY

OSBA Model Sample Policy

Code: IIA
Adopted:

Suggested updates are color coded:
BLUE – OSBA Suggested Updates
~~BLUE~~ – OSBA Suggested Delete
GREEN – Jon Suggested Keep
RED – Jon Suggested Delete

Instructional Materials**

The Board believes proper care and judgment should be exercised in selecting core and supplemental instructional materials and ~~school and classroom~~ library materials in school and classroom libraries[, and that those materials should be inclusive of populations represented in a global society]. [~~The process to select materials will reflect respect for all people, regardless of race, color, creed, national origin, age, sex, sexual orientation, gender identity, or disability.~~]

Any person responsible for the adoption of textbooks or the approval of instructional materials may not prohibit the use of, or refuse to approve the use of, textbooks or instructional materials on the basis that the textbooks or instructional materials include a perspective, study or story of, or are created by, any individual or group identified in ORS 337.260(1)(a)-(e) [, i.e., are Native American, European, African, Asian, Pacific Island, Chicano, Latino, Middle Eastern or Jewish descent, have disabilities, are immigrants or refugees, or are lesbian, gay, bisexual or transgender].

Any person responsible for the selection or retention of library materials may not prohibit the selection or retention of, or refuse to select or retain, library materials on the basis that the library materials include a perspective, study or story of, or are created by any individual or group against whom discrimination is prohibited under ORS 659.850[, i.e., race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age or disability].

A material involved with a reconsideration request will remain available throughout the reconsideration process. Materials will not be removed for discriminatory reasons. A request for reconsideration of materials may be processed through established procedures found in accompanying administrative regulations. Meetings of reconsideration committees may be subject to Public Meetings Law. Records regarding reconsideration procedures are subject to Public Records Law.

[This policy is not intended to cover classroom activities. Complaints regarding classroom activities unrelated to materials can be filed using other established district complaint procedures.]

The term "instructional material" includes core instructional materials, supplemental materials, ~~school library materials, and classroom library materials~~ and library materials made available in classroom or school libraries as defined below.

Some materials may fall into more than one of the following categories. If there is a question regarding selection or reconsideration, the district administration may select which procedure to use.

Definitions

"Core instructional material,"[1] sometimes referred to as basal, means any organized system, which constitutes the major instructional vehicle for a given course of study, or any part thereof. Core instructional materials may include adaptive or personalized learning programs, digital textbooks, and

[1] This comes from OAR 581-011-0050(1), referring to instructional materials which must be adopted by local school boards.

print textbooks and are adopted and paid for by the district. Core instructional materials may include such instructional materials as a hardbound or a softbound book or books or sets or kits of print and non-print materials, including electronic and internet or web-based materials or media.

"Supplemental instructional materials" means instructional materials used as part of the course of study, which are not part of the core instructional materials. They contain materials to supplement and/or differentiate core instruction and are generally teacher selected. These materials are not adopted by the Board. Materials required or assigned to be used as part of a class may be considered supplemental instructional materials, regardless of the source or location of the material.

"Library materials" includes educational or literary materials that are nonfiction or fiction and that are available in print or an electronic format. "Library materials" does not include textbooks or instructional materials that are selected under ORS 337.120, 337.141 or 337.260.

"School library ~~materials~~" means any collection of library materials ~~which are kept in the school library for student selection and use~~ made available to students at school, either at a central location of the school, at a common area for one or more grades of the school, or through an online remote education program. The use of these materials may not be required for a particular class, but they may be selected by students to use. ~~These may include books, media, newspapers, magazines, videos, websites, or databases, including in digital or print, etc.~~ These materials are not adopted by the Board.

"Classroom library ~~materials~~" means any collection of library materials ~~which are kept in the classroom for student selection and use~~ made available to students in a single classroom or a common area accessible by two or more classrooms in district schools. The use of these materials is not required for the class, but they may be selected by students to use. ~~These may include books, media, newspapers, magazines, videos, etc.~~ These materials are not adopted by the Board.

Core Instructional Materials

The Board retains the authority to approve core instructional materials used in district schools and authorizes the superintendent [or designee] to develop and implement administrative regulations governing selection and adoption of such materials. Procedures will provide for involvement of administrators, staff, parents, [students,] and community members; will use established selection criteria to contribute to the attainment of district, program, and course or grade-level goals; and will reflect recent knowledge, trends, and technology in the field.

The district will review core instructional materials in accordance with the State Board of Education adoption cycle. Each core instructional program and its instructional materials will be reviewed [on a seven-year cycle], and any resulting recommendations will be issued by district administration to the Board for approval. All recommended core instructional materials shall be approved by the Board prior to use. [The adoption of textbooks [for American history and government] by the Board and any committee shall be done in a manner ~~in accordance~~ compliant with ORS 337.260.] The district will establish a process and timeline for regularly determining and considering whether core instructional materials are available through online resources that enable students with print disabilities to receive textbooks and instructional materials free of charge. [All requests for reconsideration of core instructional materials may be considered under administrative regulation IIA-AR(2) - Reconsideration of Core Instructional Materials.]

[The district may choose to independently adopt core instructional materials which are not on the state-approved list, using state-approved selection criteria. (See administrative regulation IIA-AR(6) – Independent Adoption of Core Instructional Materials)]

Supplemental Instructional Materials

All supplemental instructional materials will be selected by [teachers, principals, librarians, and/or others, as determined appropriate] [which may not be through any formal selection procedure]. Decisions regarding the use of, or refusal to approve the use of, supplemental instructional materials shall be made in a manner compliant with ORS 337.260. Such materials will contain suitable readability levels and support the district's adopted curriculum content. Materials will be used for their intended audience.

[All requests for reconsideration of supplemental instructional materials may be considered under administrative regulation IIA-AR(3) - Reconsideration of Supplemental Instructional Materials.]

School Library Materials

All school library materials will be selected by a librarian using established selection criteria. The selection or retention of library materials in a school library shall be made in a manner compliant with Section 2 of Senate Bill 1098 (2025). Such materials will contain suitable readability levels. [All requests for reconsideration of school library materials may be considered under administrative regulation IIA-AR(4) - Reconsideration of School or Classroom Library Materials in a School or Classroom Library.]

Classroom Library Materials

All classroom library materials will be selected by a classroom teacher and/or others [, with no formal selection procedure]. The selection or retention of library materials in a classroom library shall be made in a manner compliant with Section 2 of Senate Bill 1098 (2025). Such materials will contain suitable readability levels. Teachers are responsible for knowing the available materials in their classroom library. [All requests for reconsideration of classroom library materials may be considered under administrative regulation IIA-AR(4) - Reconsideration of School or Classroom Library Materials in a School or Classroom Library.]

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 332.107
ORS 336.035
ORS 336.082
ORS 336.840
ORS 337.120
ORS 337.141
ORS 337.150
ORS 337.260
ORS 337.511
ORS 339.155
ORS 659.850

OAR 581-011-0050 - 0117

OAR 581-021-0045
OAR 581-021-0046
OAR 581-022-2310
OAR 581-022-2340
OAR 581-022-2350
OAR 581-022-2355

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (~~2018~~ 2024).
Title VI of the Civil Rights Act ~~of 1964~~ , 42 U.S.C. § 2000d (~~2018~~ 2024); 28 C.F.R. §§ 42.101-42.106 (~~2019~~ 2024).
Title IX of the Education Amendments ~~of 1972~~, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (~~2018~~ 2024);
Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (~~2024~~ 2020).

Americans with Disabilities Act/Americans with Disabilities Act Amendments Act ~~of 2008~~, 42 U.S.C. §§ 12101-12133 (~~2018~~ 2024); 29 C.F.R. Part 1630 (~~2019~~ 2024); 28 C.F.R. Part 35 (~~2019~~ 2024).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (~~2018~~ 2024).
Senate Bill 1098 (2025).

IKF Graduation Requirements

November 2026 Policy Update Summary

OSBA designation: Conditionally Required

Proposed action: Revise and readopt IKF after confirming local graduation choices and completing the draft. State diploma requirements apply regardless of policy wording. Additional local graduation requirements and certificate criteria must be established in policy.

Why OSBA Updated This Policy

OSBA's August 2025 update specifically addresses HB 4137 (2024), allowing qualifying International Baccalaureate (IB) program completion to satisfy certain diploma requirements, and restores extended-diploma information to annual notices. Compared with RSD's October 2023 policy, the supplied model also incorporates earlier changes on new course credits, completion certificates, Essential Skills, and student protections.

State-required changes are distinguished below from local choices. The draft includes community service and omits the existing honors-diploma section; neither change should be described as required by the August 2025 update.

What Changes for Reedsport?

1. Required credits are updated without raising the 24-credit total.

The draft specifies 0.5 credit in U.S. civics within three social-science credits, applicable to diplomas awarded from January 1, 2026. It adds 0.5 credit each in personal financial education and higher education and career path skills for applicable high school and modified diplomas awarded from January 1, 2027. Confirm any lawful district waiver before describing an exception.

For the standard diploma, the listed subjects total 19 credits, leaving five additional credits to reach 24 under the new structure. Before 2027, the state structure uses six elective credits. Modified diplomas remain 24 credits, with 13 specified credits under the 2027 requirements. The final policy and counseling materials should distinguish the applicable timelines.

2. Certificates and family notices are revised.

"Certificate of attendance" replaces "alternative certificate," subject to transition provisions for older students. It is not a diploma. The draft adds annual notices for qualifying students, beginning in grade five or after a documented history is established, covering diploma options, including extended diplomas, and the certificate's reporting and application limitations.

3. Essential Skills wording must reflect the current suspension.

The sample lists Essential Skills under diploma requirements, but its footnotes acknowledge that assessment as a regular or modified diploma graduation condition is suspended through 2027–28. Jon marks the optional language-of-origin and appeal sections for deletion. That omission is permitted during the suspension; it does not suspend course credits, personalized learning, or other assessment obligations.

4. Additional student protections are incorporated.

The draft adds approved recovery-school enrollment to qualifying circumstances for waiving requirements above state minimums, effective for diplomas from January 1, 2026. It also clarifies student-team involvement, annual notices, and limits on unilateral reductions in instructional and service hours for eligible students.

Jon's Suggested Edits and Other Local Choices

Red text deletes the IB and optional Essential Skills language-of-origin/appeal sections. IB duties apply if RSD offers the qualifying program. Green text retains certificate criteria: four years of regular full-time attendance from grade nine, inability to satisfy a diploma option, and a documented history.

The draft adds undefined community-service requirements for regular, modified, and extended diplomas. They are absent from the current policy. The draft omits RSD's honors diploma (3.5 GPA and 25 credits). These local changes require a Board decision.

What Does Not Change?

Regular and modified diplomas remain 24 credits; extended diplomas remain 12. Eligibility, consent, ceremony participation, and continuing-service rights remain governed by law. The Board sets local requirements; staff implement planning, counseling, notices, and waivers.

Important Board Considerations

- Define community-service hours, activities, documentation, affected cohorts, accessibility, and waivers. Confirm applicability to modified and extended diplomas.
- Decide the future of the honors diploma and transitions for students already pursuing it.
- Define attendance and treatment of absences. Confirm the documented-history condition and lawful three-year early-completion exception.
- Clarify effective dates, the Essential Skills suspension, and the five remaining credits. Confirm whether IB deletion matches RSD's offerings.

Legal Basis

ORS 329.451; OAR 581-022-2000, -2010, -2015, and -2020 (diplomas and certificates); OAR 581-022-2115 and -2120 (Essential Skills); SB 3 (2023), SB 992 (2023), and HB 4137 (2024). OSBA's August 2025 update, page 6, identifies the IB and notification changes. The draft's footnotes and ODE resources provide additional timing and implementation guidance.

Sources: RSD's October 2023 IKF; edited August 2025 model; OSBA newsletter; official sources. Reviewed October 22, 2026. Other service or honors documents were not supplied.

ODE diploma credits and effective dates

ODE Essential Skills suspension

ODE certificate criteria and consent guidance

What Is the Board Being Asked to Do?

Update IKF for current law and applicable effective dates, expressly decide local service and honors requirements, and finalize certificate criteria before adoption.

Board Packet Summary

Revise IKF for current diploma credits, certificate terminology and notices, and student protections. Essential Skills assessment remains suspended through 2027–28. Finalize attendance criteria, timelines, and any applicable exceptions.

Reedsport School District

Code: IKF
Adopted: 2/15/12
Revised/Readopted: 10/11/23
Orig. Code: IKF

Graduation Requirements**

The Board establishes graduation requirements for awarding of a high school diploma, a modified diploma, an extended diploma and an alternative certificate which meet or exceed state requirements. A student may satisfy graduation requirements in less than four years.

The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if the student is 18 years of age or older or emancipated.

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

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

For any student identified above, the district shall accept any credits earned by the student in an educational program[3] in this state, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that educational program in this state.

Diploma

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 24 credits which include at least:

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[1] As defined in ORS 30.297.

[2] ORS 329.451(2) and OAR 581-022-use the term "homeless." See OAR 581-022-2000 for additional information.

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

1. Three credits in mathematics (shall include one unit at the Algebra I level and two units that are at a level higher than Algebra I);

2. Four credits in language arts (shall include the equivalent of one unit in written composition);

3. Three credits in science;

4. Three credits in social sciences (including history, civics[4], geography and economics (including personal finance));

5. One credit in health education;

6. One credit in physical education; and

7. Three credits in career and technical education, the arts or world languages[5] (units shall be earned in any one or a combination); and

8. Six credits in general electives.

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

To receive a diploma, in addition to credit requirements outlined in OAR 581-022-2000, a student must[6]:

1. Develop an education plan and build an education profile;

2. Demonstrate extended application through a collection of evidence; and

3. Participate in career-related learning experiences.

Honors Diploma

An honors diploma will be awarded to students in grades 9 through 12 who earn a 3.5 G.P.A. and complete a minimum of 25 credits which include at least:

1. Four credits of mathematics (shall include at least one unit at the Algebra I level and two units that are at a level higher than Algebra I);

2. Four credits of language arts (shall include the equivalent of one unit in written composition);

3. Four credits of science;

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

[5] "World language" includes sign language, heritage language and languages other than a student's primary language.

[6] The proficiency in Essential Skills requirement has been waived and is not a condition of receiving a high school diploma during the 2021-2022, 2022-2023 or 2023-2024 school year (Senate Bill 744, 2021).

4. Four credits of social studies (including history, [civics[7],] geography and economics (including personal finance));

5. One credit of health education;

6. One credit of physical education;

7. Three credits of career and technical education, the arts or world languages[8] (units shall be earned in any one or a combination); and

8. Four credits in general electives.

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

To receive a diploma, in addition to credit requirements outlined in OAR 581-022-2000, a student must[9]:

1. Develop an education plan and build an education profile;

2. Demonstrate extended application through a collection of evidence; and

3. Participate in career-related learning experiences.

Modified Diploma

A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic standards adopted by the State Board of Education for a diploma while receiving reasonable modifications and accommodations. A modified diploma may only be awarded to a student who meets the eligibility criteria below and other criteria, if applicable, outlined in OAR 581-022-2010(3):

1. Has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or

2. Has a documented history of a medical condition that creates a barrier to achievement.

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

1. Three credits in language arts;

2. Two credits in mathematics;

3. Two credits in science;

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

[8] "World language" includes sign language, heritage language and languages other than a student's primary language.

[9] The proficiency in Essential Skills requirement has been waived and is not a condition of receiving a high school diploma during the 2021-2022, 2022-2023 or 2023-2024 school year (Senate Bill 744, 2021).

4. Two credits in social sciences (which may include history, civics, geography and economics (including personal finance));

5. One credit in health education;

6. One credit in physical education; and

7. One credit in career technical education, the arts or world languages (units may be earned in any one or a combination); and

8. Twelve credits in general electives.

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

1. For a student on an individualized education program (IEP) or Section 504 plan, any modifications to work samples must be consistent with the requirements established in the IEP or 504 plan. Modifications include practices and procedures that compromise the intent of the assessment through a change in learning expectations, construct, or content that is to be measured, grade level standard, or measured outcome of the assessment. This means that IEP or 504 school teams responsible for approving modifications for a student's assessment may adjust the administration of the assessment and/or the assessment's achievement standard;

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

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

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

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

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

Extended Diploma

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

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than six credits in a self-contained special education classroom and will include:

    a. Two credits in mathematics;

b. Two credits in language arts;
c. Two credits in science;
d. Three credits in history, geography, economics or civics;
e. One credit in health;
f. One credit in physical education; and
g. One credit in the arts or a world language.

2. Have a documented history of:

a. An inability to maintain grade level achievement due to significant learning and instructional barriers;
b. A medical condition that creates a barrier to achievement; or
c. A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade 8.

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

Alternative Certificates

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

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

Other District Responsibilities

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

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

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

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in the later of 4 years after starting the ninth grade, or until the student reaches the age of 21 if the student is entitled to a public education until the age of 21 under state or federal law.

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

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

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

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

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

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

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students may opt-out of the Smarter Balanced or alternate Oregon Extended Assessment by completing the Oregon Department of Education's Opt-out Form[10] and submitting the form to the district.

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

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

[10] Oregon Department of Education page for: 30-day notice and opt-out form

conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

Legal Reference(s):

ORS 329.007
ORS 329.045
ORS 329.451
ORS 329.479
ORS 332.107
ORS 332.114
ORS 336.585
ORS 336.590
ORS 339.115
ORS 339.505
ORS 343.295

OAR 581-021-0009
OAR 581-022-0102
OAR 581-022-2000
OAR 581-022-2005
OAR 581-022-2010
OAR 581-022-2015
OAR 581-022-2020
OAR 581-022-2025
OAR 581-022-2030
OAR 581-022-2115
OAR 581-022-2120
OAR 581-022-2505

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

Cross Reference(s):

IKFA - Early Graduation
IKFB - Graduation Exercises

OSBA Model Sample Policy

Code: IKF
Adopted:

Suggested updates are color coded:
BLUE – OSBA Suggested Updates
~~BLUE~~ – OSBA Suggested Delete
GREEN – Jon Suggested Keep
RED – Jon Suggested Delete

Graduation Requirements**

{If the district has additional credit or graduation requirements above the state requirements, the district is required to include those additional credits and graduation requirements in policy (see OAR 581-022-2000(1)). OAR 581-022-2115(13) requires districts to also have a policy on student-initiated test impropriety (model language to meet this requirement is also in policy IL – Assessment Program); OAR 581-022-2120 requires districts to have a policy about proficiency in Essential Skills in student languages of origin (currently waived through the 2027-28 school year); OAR 581-022-2020(3) requires districts to establish criteria for the certificate of attendance in policy.}

The Board establishes graduation requirements for awarding of a high school diploma, a modified diploma, an extended diploma and a certificate of attendance which meet or exceed state requirements.

A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if the student is 18 years of age or older or emancipated.

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

1. In foster care[1];
2. Experiencing houselessness[2];
3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker;
6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program; or
7. [3]Enrolled in an approved recovery school under ORS 336.680.

For any student identified above, the district shall accept any credits earned by the student in an educational program[4] in this state, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that educational program in this state.

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[1] "Foster child" is defined in ORS 30.297.

[2] {ORS 329.451(2) and OAR 581-022-use the term "homeless."} See OAR 581-022-2000 for additional information.

[3] Applies to high school diplomas awarded on or after January 1, 2026.

[4] "Educational program in this state" means an educational program that is provided by a school district, a public charter school, an approved recovery school (applies to diplomas awarded on or after January 1, 2026), the Youth Corrections Education

Diploma

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of {[5]}24 credits which include at least:

1. Three credits in mathematics (shall include one unit at the Algebra I level and two units that are at a level higher than Algebra I);

2. Four credits in language arts[6] (shall include the equivalent of one unit in written composition);

3. Three credits in science;

4. Three credits in social sciences (shall include 0.5 unit of US civics[7] credit in addition to at least 2.5 units of credit aligned to the Oregon State Board adopted standards for US and world history, geography, economics and [8]financial literacy);

5. [9]One-half credit of higher education and career path skills;

6. [10]One-half credit of personal financial education;

7. One credit in health education;

8. One credit in physical education; and

9. Three credits in career and technical education, the arts or world languages[11] (units shall be earned in any one or a combination).

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

Program or the Juvenile Detention Program, or funded as provided by ORS 343.243 for students in a long-term care or treatment facility described in ORS 343.961 or a hospital identified in ORS 343.261.

[5] {If the district has additional credit or graduation requirements beyond the state minimum of 24, the district is required to include those additional credits and graduation requirements in the following list.}

[6] "Language arts" includes reading, writing and other communications in any language, including English.

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

[8] This requirement is replaced with a one-half credit of personal financial education requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year.

[9] Higher education and career path skills becomes a one-half credit graduation requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year (a requirement for a high school diploma awarded on or after January 1, 2027; a district may request a one-year waiver in accordance with law).

[10] Personal finance education becomes a one-half credit graduation requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year (a requirement for a high school diploma awarded on or after January 1, 2027; a district may request a one-year waiver in accordance with law).

[11] "World languages" includes sign language, heritage languages and languages other than a student's primary language.

[{[12]}A student completing the International Baccalaureate Organization's (IB) Diploma Programme curriculum or the IB Career-related Programme curriculum will be considered to have completed the credit requirements listed above. The district shall ensure students in the IB programs complete .5 credit of Personal Finance Education and .5 credit of Higher Education and Career-path Skills as stand-alone courses. The district shall develop a curriculum plan that ensures students in an IB program receive inclusive instruction aligned to the adopted standards in Civics and Health.]

To receive a diploma, in addition to credit requirements outlined above, a student must:

1. [13]Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;

2. Develop an education plan and build an education profile;

3. Demonstrate extended application of standards through a collection of evidence (or include evidence in existing collection(s));

4. Participate in career-related learning experiences; and

5. Complete Community Service Requirements.

Modified Diploma

A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a high school diploma while receiving reasonable modifications and accommodations. A modified diploma may only be awarded to a student who meets the eligibility criteria below and other criteria, if applicable, outlined in OAR 581-022-2010 (3):

1. The student has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or

2. The student has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students who, while in grade nine through completion of high school, complete 24 credits with at least 13 of those credits to include:

1. Three credits in language arts;

2. Two credits in mathematics;

3. Two credits in science;

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[12] {Adopt this language only if the district offers an International Baccalaureate program for high school students. Waivers for the Personal Finance and Higher Education and Career-path Skills can be requested by the district.}

[13] The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

4. Two credits in social sciences (which may include history, civics, geography and economics (including personal finance));

5. [14]One-half credit in personal financial education;

6. [15]One-half credit in higher education and career path skills;

7. One credit in health education;

8. One credit in physical education; and

9. One credit in career technical education, the arts or world languages (units may be earned in any one or a combination).

Students may earn additional credits to earn a modified diploma pursuant to OAR 581-022-2010.

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

1. [16]Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;

2. Develop an education plan and build an education profile;

3. Demonstrate extended application of standards through a collection of evidence (or include evidence in existing collection(s)); and

4. Complete Community Service Requirements.

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

1. For a student on an individualized education program (IEP) or Section 504 plan, any modifications to work samples must be consistent with the requirements established in the IEP or 504 plan. Modifications include practices and procedures that compromise the intent of the assessment through a change in the achievement level, construct, or measured outcome of the assessment. This means that IEP or 504 school teams responsible for approving modifications for a student's assessment may adjust the administration of the assessment and/or the assessment's achievement standard. The IEP or 504 team must inform the student's parent that the use of a modification on an assessment will result in an invalid assessment;

2. For a student not on an IEP or 504 plan, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed and in the year in

[14] This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

[15] This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

[16] The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

which the student is being assessed, and modifications must be approved by the school team that is responsible for monitoring the student's progress toward the modified diploma.

Students not on an IEP or a Section 504 Plan may not receive a modified statewide assessment.

A student's school team (which must include an adult student, parent/guardian of the student) shall decide if a student will work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school.

A student's school team may decide to revise a modified diploma decision.

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

For students with a documented history as described above, the district shall annually provide the parents or guardians of students, beginning in grade five or after such documented history has been established, the following:

1. Information about the availability of high school diplomas, modified diplomas, extended diplomas and the requirements for such diplomas; and

2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any reporting for the State or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

[{[17]}Essential Skills

The district [will] [will not] allow English Language Learner (ELL) students to demonstrate proficiency in Essential Skills in the student's language of origin for a high school diploma or a modified diploma.

The district will develop procedures to provide local performance assessment options as described in the *Local Performance Assessment Manual*, in the ELL student's language of origin, and will develop procedures to ensure that locally scored assessment options administered in an ELL student's language of origin are scored by a qualified rater.

Essential Skills Appeal

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

[17] {[OAR 581-022-2120(2) requires districts to have "policy whether to allow ELL students to demonstrate proficiency in all required Essential Skills in the students' language of origin." OAR 581-022-2120(4) waives this requirement through the 2027-28 school year.] Therefore, these two sections, i.e., Essential Skills and Essential Skills Appeal, are not required to be in policy at this time. The district could elect to keep the language and the bracketed portion of this footnote.}

Extended Diploma

An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a high school diploma while receiving reasonable modifications and accommodations.

To be eligible for an extended diploma, a student must:

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than 6 credits in a self-contained special education classroom, and will include:

    a. Two credits in mathematics;
    b. Two credits in language arts;
    c. Two credits in science;
    d. Three credits in history, geography, economics or civics;
    e. One credit in health;
    f. One credit in physical education; and
    g. One credit in the arts or a world language; and

2. To receive a diploma, in addition to credit requirements outlined above, a student must:

    a. Complete Community Services Requirements.

3. Have a documented history of:

    a. An inability to maintain grade level achievement due to significant learning and instructional barriers;
    b. A medical condition that creates a barrier to achievement; or
    c. A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

For students with a documented history, the district shall annually provide the parents or guardians of such students, beginning in grade five or after such documented history has been established, the following:

1. Information about the availability of high school diplomas, modified diplomas, extended diplomas and the requirements for such diplomas; and

2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any reporting for the state or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

Certificate of Attendance

A {[18]}certificate of attendance[19] will be awarded to students who:

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[18] {The Board shall define criteria for a certificate of attendance. OAR 581-022-2200 (3). See the Oregon Department of Education's *Certificates for School Completion: Questions and Answers Related to the Implementation of SB 992*.}

[19] A student who began grade 9 before July 1, 2020, may be awarded an alternative certificate if the student satisfies the requirements for an alternative certificate which are in effect on the day before July 1, 2024.

1. [Have maintained regular full-time attendance[20] for at least four years beginning in grade nine;

2. Do not satisfy requirements for a high school diploma, modified diploma or extended diploma; and

3. Have a documented history[21].]

For students with a documented history[22], the district shall annually provide the parents or guardians of such students, beginning in grade five or after such a documented history has been established, the following:

1. Information about the availability of high school diplomas, modified diplomas, extended diplomas and the requirements for the diplomas; and

2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any required reporting for the State or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

Other District Responsibilities

The district will ensure that all students have onsite access to the appropriate resources and courses to achieve high school diplomas, modified diplomas, and extended diplomas at each high school in the district. The district will provide [age-appropriate and developmentally appropriate] literacy instruction to all students until graduation.

The district may not deny a student who has the documented history listed under the modified diploma or extended diploma requirements outlined above the opportunity to pursue a diploma with more stringent requirements, for the sole reason the student has the document history.

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

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[20] {There is no established definition of "regular full-time attendance. The district should review any existing attendance definitions, consider the needs of students in the district and establish clear criteria. This should include how excused and unexcused absences are counted. A few options are provided.}

["Regular full-time attendance" means not being absent for more than 10 percent of school days that the student is enrolled in a school year. See OAR 581-020-0631 for definition of chronic absenteeism. Excused absences [are considered absences for this purpose] [will not be counted against a student.]]

["Regular full-time attendance" means not having eight or more unexcused absences in any four-week period during which school is in session. See ORS 339.065 for definition of irregular attendance. This will be calculated on an annual basis and equates to having unexcused absences for less than 20 percent of the days or class periods during which school is in session.]

[21] "Documented history" means evidence in the cumulative record and education plans of a student that demonstrates the inability over time to maintain grade level achievement even with appropriate modifications and accommodations.

[22] "Documented history" means evidence in the cumulative record and education plans of a student that demonstrates the inability over time to maintain grade level achievement even with appropriate modifications and accommodations.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or a certificate of attendance in the later of 4 years after starting grade 9, or until the student reaches the age of 21 years if the student is entitled to a public education until the age of 21 under state or federal law.

A student may complete the requirements for a modified diploma, an extended diploma or a certificate of attendance in less than four years but not less than three years. To satisfy the requirements for a modified diploma, an extended diploma or a certificate of attendance in less than 4 years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

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

A student who receives a modified diploma, an extended diploma, or a certificate of attendance shall have access to instructional hours, hours of transition services and hours of other services that are designed to meet the unique needs of the student. When added together, the district will provide a total number of hours of instruction and services to the student that equals at least the total number of instructional hours that is required to be provided to students who are attending a public high school. The district may not unilaterally decrease the total number of hours of instruction and services to which the student has access regardless of the age of the student.

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

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

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

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students may opt-out of the Oregon statewide assessments in language arts and/or mathematics by completing the Oregon Department of Education's Opt-out Form[23] and submitting the form to the district.

The district will issue a high school diploma to a veteran if the veteran resides within the boundaries of the district or is an Oregon resident and attended a high school of the district, or to a deceased veteran, upon request from a representative of the veteran, if the deceased veteran resided within the boundaries of the

[23] Oregon Department of Education page for: 30-day notice and opt-out form

district at the time of death or was an Oregon resident at the time of death and attended a high school of the district.

The act of student-initiated test impropriety is prohibited. A student that participates in an act of student-initiated test impropriety will be subject to discipline. "Student-initiated test impropriety" means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

Legal Reference(s):

ORS 329.007
ORS 329.045
ORS 329.451
ORS 329.479
ORS 332.107
ORS 332.114
ORS 336.585
ORS 336.590
ORS 339.115
ORS 339.505
ORS 343.295

OAR 581-021-0009
OAR 581-022-0102
OAR 581-022-2000
OAR 581-022-2005
OAR 581-022-2010
OAR 581-022-2015
OAR 581-022-2020
OAR 581-022-2025
OAR 581-022-2030
OAR 581-022-2115
OAR 581-022-2120
OAR 581-022-2505

Test Administration Manual, published by the OREGON DEPARTMENT OF EDUCATION.
Certificates for School Completion: Questions and Answers Related to the Implementation of SB 992, published by the OREGON DEPARTMENT OF EDUCATION.

JHC Student Health Services and Requirements

November 2026 Policy Update Summary

OSBA recommendation: Delete in lieu of EBBA – Student Health Services

Why OSBA Recommends Deleting This Policy

OSBA's April 2024 update recommends replacing JHC with EBBA – Student Health Services following revisions to OAR 581-022-2220, which requires an annually updated written health services plan. Deletion consolidates overlapping policies; it is an OSBA recommendation, not a legal requirement to remove this policy number.

What Changes for Reedsport?

EBBA is also scheduled for the November Board meeting. Coordinate JHC deletion with EBBA adoption. EBC, adopted in August 2026, already covers emergency plans and first aid; this consolidation does not itself require another EBC amendment.

Where the Responsibilities Are Addressed

Current JHC subject	Proposed or existing coverage
Health information, screenings, and individual medical needs	Proposed EBBA and its health services plan
Communicable disease control, medication assistance	Proposed EBBA and applicable disease/medication procedures
Health education and outside-agency coordination	Proposed EBBA expressly addresses integration and coordination
Health care space, emergency response, and first aid	Proposed EBBA; adopted EBC for emergency procedures and first aid

What Does Not Change?

Health services and applicable screening, medication, privacy, and notification duties continue. Administration maintains the health services plan; EBC assigns emergency planning to the Superintendent. The reorganization does not itself expand Board or Superintendent authority.

Important Board Considerations

Federal examination notice/opt-out rights continue, with exceptions for routine hearing, vision, scoliosis, and certain state-authorized examinations. Review JHC's separate screening-exemption promise independently.

Legal Basis

OAR 581-022-2220 and -2225; ORS 336.201 and 336.211; and 20 U.S.C. § 1232h (PPRA). Sources: RSD JHC; April 2024 OSBA update, pages 5–6; deletion sample; proposed EBBA; adopted EBC. Reviewed October 22, 2026.

ODE health services requirements

Federal parent-notification and opt-out guidance

What Is the Board Being Asked to Do?

Delete JHC in coordination with adopting EBBA.

Board Packet Summary

Delete JHC in favor of proposed EBBA and related policies. Adopted EBC covers emergencies and first aid. Health duties continue.

Reedsport School District

Code: JHC
Adopted: 8/15/90
Revised/Readopted: 11/08/23
Orig. Code: JHC

Student Health Services and Requirements**

Although the district's primary responsibility is to educate students, the students'' health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices.

The district shall provide:

1. Pertinent health information on the students, as required by Oregon statutes or rules;

2. Health appraisal to include screening for possible vision or hearing problems;

3. Health counseling for students and parents, when appropriate;

4. Health care and first-aid assistance that are appropriately supervised and isolate the sick or injured child from the student body;

5. Control and prevention of communicable diseases as required by Oregon Health Authority, Public Health Division, and the county health department;

6. Assistance for students in taking prescription and/or nonprescription medication according to established district procedures;

7. Services for students who are medically fragile or have special health care needs;

8. Integration of school health services with school health education programs.

The Board directs its district health staff to coordinate with health personnel from other public agencies in matters pertaining to health instruction or the general health of students and employees.

In accordance with the requirements of federal law, the district recognizes its responsibility to notify parents in advance of any nonemergency, invasive physical examination[1] or screening that is required as condition of attendance; administered and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student, or of other students. Notification will be provided at least annually at the beginning of the school year or when enrolling students for the first time in school and will

[1] The term "invasive physical examination," as defined by law, means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening. The term does not include any physical examination or screening that is permitted or required by state law, including physical examinations or screenings that are permitted without parental notification.

include the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

Procedures shall be developed and implemented to carry out this policy. All district employees will be apprised of their responsibilities in this area. Parents shall have the opportunity to request their students be exempt from participation in vision or hearing screening. The district will abide by those requests.

END OF POLICY

Legal Reference(s):

ORS 329.025
ORS 336.201
ORS 336.211
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2225

Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2022).
Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

Cross Reference(s):

JH - Student Welfare
JHH - Student Suicide Prevention

OSBA Model Sample Policy

Code: JHC
Adopted:

Student Health Services and Requirements**

*(Delete in lieu of new board policy using code EBBA - Student Health Services**)*

Although the district's primary responsibility is to educate students, the students' health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices.

[The district shall staff nursing services appropriate for students with medical needs and prevention-oriented health services per applicable requirements of Oregon Revised Statutes (ORS) 336.201 and Oregon Administrative Rule (OAR) 581-022-2220.]

The district shall provide:

1. One registered nurse or school nurse for every 125 medically fragile students;

2. One registered nurse or school nurse or one licensed practical nurse under the supervision of a registered nurse or school nurse for each nursing-dependent student; and

3. One registered nurse or school nurse for every 225 medically complex students.

The district may use the most cost effective means available to meet the above requirements.

[The nurse(s) employed by the district shall be licensed to practice as a registered nurse or nurse practitioner in Oregon and will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.]

[Any nurse(s) providing services on behalf of the district shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of the patient prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee.[1]]

The district shall maintain a prevention-oriented health services program which provides:

1. Pertinent health information on the students, as required by Oregon statutes or rules;

2. Health appraisal to include screening for possible vision or hearing problems;

3. Health counseling for students and parents, when appropriate;

[1] For additional delegation requirements, see OAR 851-047-0030.

4. Health care and first-aid assistance that are appropriately supervised and isolate the sick or injured child from the student body;

5. Control and prevention of communicable diseases as required by Oregon Health Authority, Public Health Division, and the county health department;

6. Assistance for students in taking prescription and/or nonprescription medication according to established district procedures;

7. Services for students who are medically fragile or have special health care needs;

8. Integration of school health services with school health education programs.

The Board directs its district health staff to coordinate with health personnel from other public agencies in matters pertaining to health instruction or the general health of students and employees.

In accordance with the requirements of federal law, the district recognizes its responsibility to notify parents in advance of any nonemergency, invasive physical examination[2] or screening that is required as condition of attendance; administered and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student, or of other students. Notification will be provided at least annually at the beginning of the school year or when enrolling students for the first time in school and will include the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

Procedures shall be developed and implemented to carry out this policy. All district employees will be apprised of their responsibilities in this area. Parents shall have the opportunity to request their students be exempt from participation in vision or hearing screening. The district will abide by those requests.

END OF POLICY

Legal Reference(s):

ORS 329.025
ORS 336.201
ORS 336.211
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2225

Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2022).
Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

[2] The term "invasive physical examination," as defined by law, means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening. The term does not include any physical examination or screening that is permitted or required by state law, including physical examinations or screenings that are permitted without parental notification.

JHCA/JHCB Immunization and School Sports Participation

November 2026 Policy Update Summary

OSBA designation: Highly Recommended | Proposed action: Revise and readopt

Why OSBA Updated This Policy

OSBA's April 2024 health-services update reorganizes overlapping policies following revisions to OAR 581-022-2220, which requires a written, annually updated health services plan. JHCA/JHCB is narrowed to immunization and school sports participation. Screening details are removed from this policy, and concussion protections are added.

The policy's title and organization are OSBA recommendations. Immunization, screening, sports examination, and concussion duties remain legally required regardless of where the district describes them. The supplied 2024 sample also needs review for later legal changes before November 2026 adoption.

What Changes for Reedsport

1 Vision and dental screening details leave this policy

The draft deletes the screening sections, including certification deadlines, exemptions, recordkeeping, parent information and notices, and annual dental reporting. These duties have not been repealed. Proposed EBBA, also on the November agenda, requires the health services plan to describe how screenings are managed or verified; it does not repeat all these details.

For applicable first-time entrants age seven or younger, vision certification remains due within 120 days. Dental certification is also due within 120 days and documents a screening within the previous 12 months. Statutory exceptions continue. The district must retain required records and information, provide applicable dental screening notices and opt-out opportunities, and report missing dental certifications to ODE by October 1 each year. [1–2]

2 Sports examination wording is clarified

The draft specifies extracurricular sports in grades 7–12, parent permission, an examination by a legally authorized medical provider, and return of completed forms to the school office. It replaces the narrower reference to a "physician." Required examinations before initial participation, every two years thereafter, and after significant illness or major surgery continue. Participation includes practices and interscholastic competition. [1, 3]

The draft removes the Board's recommendation for a general physical examination at initial enrollment and its direction to request a Health History form at entry and grade seven. Those local provisions differ from mandatory sports examinations. Confirm how staff will continue collecting needed health information.

3 Concussion protections are added

The draft prohibits same-day athletic participation after suspected or diagnosed concussion, subject to the legal exception when a licensed athletic trainer or authorized physician determines no concussion occurred. Otherwise, return requires a later day, no continuing concussion signs or symptoms, and a medical release. These are existing legal protections newly stated in this policy. [1]

Sports physicals must use the April 2023 state-prescribed form, including the requirements for electronic duplicates. For concussion releases, use a qualified professional under ORS 336.485–336.490; listed nonphysician professionals must meet the additional certification requirements. A license alone is not sufficient. Update outdated "physician assistant" terminology to "physician associate" where appropriate. [1, 3–4]

Suggested Local Edits and Current Compliance

The draft selects "to the school office" for returning sports forms. Remove the rejected alternative, brackets and model notes; finalize the title and matching school instructions.

Later legal requirement absent from this sample: HB 3007 (2025), amending ORS 336.495, applies from 2025–26. When a parent provides written notice of a diagnosed concussion or other brain injury and requests accommodations, the district must initiate ODE's temporary accommodations procedure. Necessary immediate activity limits must be implemented; accommodations must be in effect within 10 school days and reviewed as needed, at least every two months. This applies beyond athletes. Confirm coverage here or in another policy and procedure. [5]

What Does Not Change

The immunization text remains substantially unchanged; this draft adds no vaccine requirement. Lawful exemptions and immediate enrollment protections for students experiencing homelessness continue. Refresh the draft's citations for OHA's 2025 rule revision: OAR 333-050-0010 was repealed. Current exemptions require medical documentation or nonmedical vaccine-education documentation; the CIS alone is not always sufficient. [6–7]

The Board retains policy authority; administration and coaches implement eligibility checks, training, records and safety procedures. Medical clearance remains a clinical decision.

Important Board Considerations

- Confirm screening procedures preserve deadlines, exemptions, records, notices and annual reporting before removing the detailed sections. Coordinate with EBBA adoption.
- Confirm concussion removal, qualified medical clearance and annual coach training procedures. Address the later temporary accommodations requirement. [1, 5]
- Decide whether to retain the general examination recommendation or health-history collection direction elsewhere; do not describe their deletion as state-mandated.

Legal Basis

ORS 433.235–433.280; OAR 333-050-0270; ORS 336.211, .213, .214, .479, .485, .490 and .495; OAR 581-021-0017, -0031 and -0041; OAR 581-022-2220. Reviewed October 26, 2026. Sources: current RSD policy, edited April 2024 sample, OSBA April 2024 update pp. 5–6, proposed EBBA, and official sources below.

[1] Oregon statutes Chapter 336
[2] ODE vision and dental screening resources
[3] Sports examination form rule
[4] OSAA concussion resources and qualified professionals
[5] HB 3007 enrolled law
[6] OHA school immunization requirements
[7] Current immunization exemption requirements

What Is the Board Being Asked to Do

Revise and retitle JHCA/JHCB, confirm continued screening coverage, resolve local health-information choices, and address current concussion requirements before adoption.

Board Packet Summary

Revise JHCA/JHCB to focus on immunization and school sports participation. Clarify sports examinations and add concussion protections. Screening duties continue through law and district procedures coordinated with EBBA. Confirm coverage of the later brain-injury accommodations requirement and finalize local choices.

Reedsport School District

Code: JHCA/JHCB
Adopted: 3/14/14
Revised/Readopted: 11/08/23
Orig. Code: JHCA/JHCB

Immunization, Physical Examination and Vision Screening/Eye Examination and Dental Screening**

Immunization

Proof of immunization must be presented at the time of initial enrollment[1] in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization, a religious, philosophical beliefs and/or medical exemption or immunity documentation.[2]

Physical Examination

The Board recommends that all students initially enrolling in school have a physical examination. Parents will be asked to complete a district [Health History form] when initially enrolling their student in the district and when registering them for grade 7.

All students participating in athletic programs are required to submit to the district a School Sports Pre-participation Examination[3] form prior to their initial participation in a district athletic program. The form is to be completed and signed by a parent or guardian and physician giving permission for the student to participate.

A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation in extracurricular sports.

A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a physical examination once every two years, thereafter.

Vision Screening or Eye Examination

The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the district for the first time shall, within 120 days of beginning the education program, submit a certification that the student has received:

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[1] The district shall immediately enroll a homeless student in the school selected even if the student is unable to produce records normally required for enrollment.

[2] Documentation requirements for exemptions are outlined in ORS 433.267.

[3] Form available at http://www.osaa.org/governance/forms

1. A vision screening or eye examination; and

2. Any further examination, treatments or assistance necessary.

3. The certification is not required if the parent or guardian provides a statement to the district that:

4. The student submitted a certification to a prior education provider; or

5. The vision screening or eye examination is contrary to the religious beliefs of the student or the parent or guardian of the student.

Dental Screening

The district shall file in the student's dental health record any dental screening certifications and any results of a dental screening known by the district. The district will provide to the parent or guardian of each student, standardized information developed by the Oregon Health Authority's dental director regarding dental screenings, further examinations or necessary treatments and preventative care including fluoride varnish, sealants and daily brushing and flossing.

The parent or guardian of a student who is 7 years of age or younger, and is beginning an education program with the district for the first time, shall submit a certification within 120 days of beginning the education program that the student has received a dental screening within the previous 12 months.

The certification is not required if the parent or guardian provides a statement to the district that:

1. The student submitted a certification to a prior education provider;

2. The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or

3. The dental screening is a burden for the student or the parent or guardian of the student in the following ways:

    a. The cost of obtaining the dental screening is too high;
    b. The student does not have access to an approved screener;
    c. The student was unable to obtain an appointment with an approved screener.

The certification may be provided by a licensed dentist, a dental hygienist or a health care practitioner as defined by state law. The certification must include the:

1. Student's name;

2. Date of screening; and

3. Name of entity conducting the dental screening.

The district shall submit to the Oregon Department of Education a report that identifies the percentage of students who failed to submit the certification for the previous year, no later than October 1 of each year.

If the district is causing the dental screening to be conducted, the district will follow the notice requirements in accordance with law.

END OF POLICY

Legal Reference(s):

ORS 326.580
ORS 336.211
ORS 336.213
ORS 336.214
ORS 336.479
ORS 433.235 - 433.280
OAR 333-019-0010
OAR 333-050-0010 - 050-0120
OAR 581-021-0017
OAR 581-021-0031
OAR 581-021-0041
OAR 581-022-2220

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).
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 (2020).
OREGON SCHOOL ACTIVITIES ASSOCIATION, *OSAA HANDBOOK*.

Cross Reference(s):

IGDJ - Interscholastic Activities
JEC - Admissions

OSBA Model Sample Policy

Code: JHCA/JHCB
Adopted:

Suggested updates are color coded:
BLUE – OSBA Suggested Updates
~~BLUE~~ – OSBA Suggested Delete
RED – Jon Suggested Delete
GREEN – Jon Suggested Keep

Immunization~~, Physical Examination, Vision Screening/Eye Examination and Dental Screening~~ and School Sports Participation**
{Highly recommended policy.}

Immunization

Proof of immunization must be presented at the time of initial enrollment[1] in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization, a religious, philosophical beliefs and/or medical exemption or immunity documentation.[2]

~~Physical Examination~~ School Sports Participation

A student participating in extracurricular sports in grades 7 through 12 is required to submit to an appropriate School Sports Pre-Participation Examination[3] prior to their initial participation in a related district program. The form[4] is to be completed and signed by a parent or guardian giving permission for the student to participate and signed by a medical provider authorized by law[5] who has examined and evaluated the student. The completed form(s) must be returned [as directed] [to the school office]. ~~The Board recommends that all students initially enrolling in school have a physical examination. Parents will be asked to complete a district [Health History form] when initially enrolling their student in the district and when registering them for grade 7.~~

~~All students participating in athletic programs are required to submit to the district a School Sports Pre-participation Examination form prior to their initial participation in a district athletic program. The form is to be completed and signed by a parent or guardian and physician giving permission for the student to participate.~~

A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation ~~in extracurricular sports~~.

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[1] The district shall immediately enroll a ~~homeless~~ student experiencing houselessness in the school selected even if the student is unable to produce records normally required for enrollment.

[2] Documentation requirements for exemptions are outlined in ORS 433.267.

[3] The required form is available at https://www.osaa.org/governance/forms, a copy may be obtained from a school office, or a form generated by the medical provider may be used if it meets requirements of law in OAR 581-021-0041.

[4] The form may be used in either a hard copy or electronic format.

[5] This physical examination must be conducted by a physician possessing an unrestricted license to practice medicine, a licensed naturopathic physician, a licensed physician assistant, a licensed nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects.

A student who exhibits signs, symptoms or behaviors consistent with a concussion following an observed or suspected blow to the head or body, or who has been diagnosed with a concussion will not be allowed to participate in any athletic event or training on that day, unless an athletic trainer licensed by the Board of Athletic Trainers or a physician licensed pursuant to ORS 677.100 - 677.228 has determined the student has not suffered a concussion.[6] Except as allowed above, a student excluded for concussion reasons will not be allowed to return to participate in an athletic event or training until the following three conditions have been met:

1. It is not the same day as the student exhibited signs, symptoms or behaviors, experienced a blow to the head or body, or was diagnosed with a concussion;

2. The student no longer exhibits signs, symptoms or behaviors consistent with a concussion; and

3. The student has received a medical release form from a health care professional[7].

A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a ~~physical~~ sports examination once every two years, thereafter.

~~**Vision Screening or Eye Examination**~~

~~The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the district for the first time shall, within 120 days of beginning the education program, submit a certification that the student has received:~~

1. ~~A vision screening or eye examination; and~~

2. ~~Any further examination, treatments or assistance necessary.~~

~~The certification is not required if the parent or guardian provides a statement to the district that:~~

1. ~~The student submitted a certification to a prior education provider; or~~

2. ~~The vision screening or eye examination is contrary to the religious beliefs of the student or the parent or guardian of the student.~~

~~**Dental Screening**~~

~~The district shall file in the students dental health record any dental screening certifications and any results of a dental screening known by the district. The district will provide to the parent or guardian of each student, standardized information developed by the Oregon Health Authoritys dental director regarding dental screenings, further examinations or necessary treatments and preventative care including fluoride varnish, sealants and daily brushing and flossing.~~

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[6] For more information regarding medical releases for students in grades 9-12, see OSAA rules.

[7] "Health care professional" includes a chiropractic physician, a naturopathic physician, a psychologist, a physical therapist, an occupational therapist, a physician assistant or a nurse practitioner who is licensed or registered under the laws of Oregon.

~~The parent or guardian of a student who is 7 years of age or younger, and is beginning an education program with the district for the first time, shall submit a certification within 120 days of beginning the education program that the student has received a dental screening within the previous 12 months.~~

~~The certification is not required if the parent or guardian provides a statement to the district that:~~

1. ~~The student submitted a certification to a prior education provider;~~
2. ~~The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or~~
3. ~~The dental screening is a burden for the student or the parent or guardian of the student in the following ways:~~

   ~~a. The cost of obtaining the dental screening is too high;~~
   ~~b. The student does not have access to an approved screener;~~
   ~~c. The student was unable to obtain an appointment with an approved screener.~~

~~The certification may be provided by a licensed dentist, a dental hygienist or a health care practitioner as defined by state law. The certification must include the:~~

1. ~~Sts name;~~
2. ~~Date of screening; and~~
3. ~~Name of entity conducting the dental screening.~~

~~The district shall submit to the Oregon Department of Education a report that identifies the percentage of students who failed to submit the certification for the previous year, no later than October 1 of each year.~~

~~If the district is causing the dental screening to be conducted, the district will follow the notice requirements in accordance with law.~~

END OF POLICY

Legal Reference(s):

ORS 326.580
~~ORS 336.211~~
~~ORS 336.213~~
~~ORS 336.214~~
ORS 336.479
ORS 336.485 - ORS 336.490
ORS 433.235 - 433.280
OAR 333-019-0010
OAR 333-050-0010 - 050-0120
~~OAR 581-021-0017~~
~~OAR 581-021-0031~~
OAR 581-021-0041
~~OAR 581-002-2220~~

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).
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 (~~2020~~ 2024).
~~OREGON SCHOOL ACTIVITIES ASSOCIATION, *OSAA HANDBOOK.*~~

JHCCF Pediculosis Head Lice

November 2026 Policy Update Summary

Proposed action: Delete JHCCF and JHCCF-AR without adopting replacements

OSBA April 2024 guidance: Delete the exclusionary model policy and AR. The remaining policy is Optional; OSBA no longer recommends an accompanying AR.

Does RSD Have to Adopt a Replacement

No. OSBA's April 2024 update allows districts to "update or rescind" their head-lice policy. A separate head-lice policy or AR is not required by the Oregon rules reviewed. RSD proposes deleting both documents without replacements and using EBBA – Student Health Services as the broader framework, together with the district's health services plan and staff procedures.

OSBA discontinued its exclusionary models. Its remaining optional policy does not have to be adopted.

Why OSBA Recommends This Change

OSBA's April 2024 update explains that professional guidance recommends against excluding students solely for head lice or nits (lice eggs), and that the former head-lice-specific exclusion provision in OAR 333-019-0010 was removed.

OHA/ODE's school guidance lists no school restriction for head lice and refers schools to CDC guidance. CDC advises that students need not be sent home early; they may finish the day, begin appropriate treatment at home and return afterward. It discourages requiring removal of every nit before return. These are health recommendations, not a requirement to adopt a particular policy code.

What Changes for Reedsport

Deleting both documents removes RSD's local head-lice exclusion and readmission conditions, including the no-live-lice-or-nits standard, treatment verification, follow-up checks and classroom/school screening thresholds. Those detailed provisions do not automatically transfer to EBBA or become state requirements.

The current policy is internally inconsistent: its subtitle permits attendance with nits, but its body requires exclusion for live lice or nits and readmission only when neither is present. The AR also requires no live lice or nits for readmission. Deleting both removes those conflicting written directions.

Where Responsibilities Would Be Addressed

Document or authority	Coverage after deletion
Proposed EBBA Student Health Services	Provides the general framework for annual health planning, student health needs, communication and coordination. It does not expressly state a lice attendance rule.
Health services plan and staff instructions	Appropriate place to identify trained staff, private assessment, parent contact, treatment information and follow-up.
OHA/ODE and CDC guidance	Suggested school measures in ODE/OHA's Communicable Disease Guidance for Schools will be consulted for head-lice management. That guidance refers schools to CDC recommendations.

Required Duties and Local Choices

Required: OAR 581-022-2220 requires administration to develop, implement and annually update a health services plan. Applicable nursing, student privacy and other health obligations continue. Deleting JHCCF does not remove these broader duties.

Suggested school measures for head lice provided in Communicable Disease Guidance for Schools issued by the Oregon Department of Education and Oregon Health Authority will be consulted. Staff will use that guidance when developing and applying head-lice management procedures.

Local decision: Delete the current JHCCF and JHCCF-AR without adopting a replacement policy or AR. OSBA's remaining model policy is optional; RSD is not proposing its adoption.

What Does Not Change

The district continues providing student health services and responding to concerns. Treatment remains important even when attendance is allowed. Exclusion duties for other legally restrictable diseases continue; this action concerns head lice. No new staffing ratio, spending mandate or expansion of Board authority results from deleting these documents.

The Board acts on deletion of the current policy. Administration maintains the health services plan and operational instructions; nursing decisions remain subject to applicable professional requirements.

Important Board Considerations

- State the action clearly: rescind JHCCF and remove JHCCF-AR under district procedures, without adopting a replacement. OSBA does not require a new policy/AR pair.
- Coordinate with EBBA's November adoption as the broader student health services framework. Consult the ODE/OHA guidance.
- Align student handbooks, office instructions, parent letters and attendance practices with the chosen approach. Do not carry forward the old no-nit standard or screening thresholds by default.
- Use trained staff and private assessment. Provide treatment resources and follow-up support. Review unusual symptoms or other health conditions individually rather than treating every health concern as head lice.

Legal Basis

OAR 581-022-2220 (health services planning); OAR 333-019-0010 (disease-related restrictions); ORS 332.107 (Board policy authority). Sources: RSD JHCCF and AR revised November 8, 2023; all supplied OSBA models; April 2024 OSBA update, page 11; proposed EBBA; OHA/ODE and CDC guidance. Reviewed October 27, 2026.

Oregon health services planning requirements

OHA and ODE school guidance including head lice on page 18

CDC school attendance and head-lice guidance

What Is the Board Being Asked to Do

Rescind JHCCF and process removal of JHCCF-AR without replacements. Use EBBA as the broader student health services framework and consult ODE/OHA school measures for head lice in implementing district procedures.

Board Packet Summary

Delete JHCCF and JHCCF-AR without adopting replacements. EBBA provides the broader framework for student health services. Suggested school measures for head lice provided in Communicable Disease Guidance for Schools issued by the Oregon Department of Education and Oregon Health Authority will be consulted. Deletion removes the current local exclusion and readmission provisions; applicable health duties continue.

Reedsport School District

Code: JHCCF
Adopted: 9/18/13
Revised/Readopted: 11/08/23
Orig. Code: JHCCF

Pediculosis (Head Lice)

(Excludes students with live lice only. Allows attendance of students with nits.)

The Board recognizes that district programs should be conducted in a manner that protects and enhances student and employee health and is consistent with recognized health practices. Consequently, in order to prevent the spread of pediculosis (head lice) in the school setting, district staff shall institute guidelines for classrooms that will assist in the prevention of and the spread of head lice. A student with a suspected case of lice shall be referred to the school nurse or administrator for an assessment. A student found with live lice or nits (lice eggs) will be excluded from school attendance. The district recognizes that the Oregon Health Authority, Public Health Division, no longer requires exclusion of a student for the presence of nits and allows the discretion of the district. A student excluded from school will be readmitted after an assessment by designated personnel to confirm no live lice or nits are present, and may be subject to periodic checks.

Successful treatment of head lice requires a coordinated approach and may involve the use of anti-louse products, combing and implementation of preventative measures recommended by health authorities. Treatment information will be provided by the district to parents of students found to have contracted head lice. It is the district's intent to encourage elimination of the current infestation and to prevent a repeat episode.

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

END OF POLICY

Legal Reference(s):

ORS 433.255
ORS 433.260

OAR 333-019-0010
OAR 437-002-0360

OAR 581-022-2220

OSBA Model Sample Policy

Code: JHCCF
Adopted:

DELETE

Pediculosis (Head Lice)

(Version 1)

(Delete this version and use the only remaining version.)

The Board recognizes that district programs should be conducted in a manner that protects and enhances student and employee health and is consistent with recognized health practices. Consequently, in order to prevent the spread of pediculosis (head lice) in the school setting, district staff shall institute guidelines for classrooms that will assist in the prevention of and the spread of head lice. A student with a suspected case of lice shall be referred to the school nurse or administrator for an assessment. A student found with live lice or nits (lice eggs) will be excluded from school attendance. The district recognizes that the Oregon Health Authority, Public Health Division, no longer requires exclusion of a student for the presence of nits and allows the discretion of the district. A student excluded from school will be readmitted after an assessment by designated personnel to confirm no live lice or nits are present, and may be subject to periodic checks.

Successful treatment of head lice requires a coordinated approach and may involve the use of anti-louse products, combing and implementation of preventative measures recommended by health authorities. Treatment information will be provided by the district to parents of students found to have contracted head lice. It is the district's intent to encourage elimination of the current infestation and to prevent a repeat episode.

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

END OF POLICY

DELETE

Legal Reference(s):

ORS 433.255
ORS 433.260
OAR 333-019-0010
OAR 437-002-0360
OAR 581-022-2220

DELETE

Reedsport School District

Code: JHCCF-AR
Revised/Reviewed: 9/18/13; 11/08/23
Orig. Code: JHCCF-AR

Pediculosis (Head Lice)

A student found to have contracted head lice will be subject to the following procedures:

1. Suggested school measures for head lice control, as provided in *Communicable Disease*[1] issued through the Oregon Department of Education;

2. Periodic head lice checks of students are not recommended; however, screening recommendations are as follows:

    a. Criteria for screening an individual for lice are:

        (1) Persistent itching or scratching;
        (2) Known exposure to sibling or other close contact with head lice (e.g., seat mate in classroom, locker partners, overnight sleep activities, scouts, etc.); or
        (3) Self (student or parent) referral.

    b. Three nonrelated cases of head lice in a classroom within 10 consecutive school days requires that all students in the classroom be screened by the following school day;
    c. If there is infestation among three percent of the entire student population within 10 consecutive school days, there should be a screening of all students in the school within one week. Multiple cases from a single household count as one case for purposes of calculating the percent of students infested.

3. Students found to have contracted head lice will be excluded from school (Oregon Administrative Rule (OAR) 333-019-0010);

4. Treatment information, district policy requirements and admittance provisions will be provided to the parent. A parent will be advised to:

    a. Use a lice-killing agent that a health care provider, school nurse or local health authority has recommended on all family members who have symptoms of infestation;
    b. Follow the personal and household cleaning instructions provided by the district, health care provider or local health authority, as appropriate; and
    c. Remove all nits after treatment.

5. Following treatment, the student may be readmitted to school. A parent must either accompany the student to school for admittance or provide a signed statement that treatment has been initiated;

6. The student will be subject to screening by designated personnel to determine the treatment's effectiveness. The student will be readmitted to school or denied admittance, as appropriate. The

[1] http://www.oregon.gov/ode/students-and-family/healthsafety/Documents/commdisease.pdf

absence of live lice or nits is required for admittance. In the event the student is not readmitted to school, parents will be notified;

7. A student who has been readmitted to school will be subject to follow-up screening by designated personnel;

8. The parent should contact the local health department in the event additional assistance and/or information is needed regarding the treatment of the student, other family members, close contacts and the home environment (e.g., bedding, linens, grooming equipment, etc.);

9. A student with chronic head lice may be referred for follow-up to the school's nurse or local health department, as appropriate;

10. A parent who identifies head lice on their student(s) at home should complete treatment prior to the readmission of the student, as required above. A parent is also encouraged to notify the school of the student's condition so that appropriate preventative measures may be implemented at school.

OSBA Model Sample Policy

Code: JHCCF-AR
Revised/Reviewed:

Pediculosis (Head Lice)

(Version 1)

(Delete. OSBA no longer recommends and AR to accompany JHCCF.)

A student found to have contracted head lice will be subject to the following procedures:

1. Suggested school measures for head lice control, as provided in *Communicable Disease*[1] issued through the Oregon Department of Education;

2. Periodic head lice checks of students are not recommended; however, screening recommendations are as follows:

   a. [Criteria for screening an individual for lice are:

      (1) Persistent itching or scratching;
      (2) Known exposure to sibling or other close contact with head lice (e.g., seat mate in classroom, locker partners, overnight sleep activities, scouts, etc.); or
      (3) Self (student or parent) referral.

   b. Three nonrelated cases of head lice in a classroom within 10 consecutive school days requires that all students in the classroom be screened by the following school day;
   c. If there is infestation among three percent of the entire student population within 10 consecutive school days, there should be a screening of all students in the school within one week. Multiple cases from a single household count as one case for purposes of calculating the percent of students infested.]

3. Students found to have contracted head lice will be excluded from school (Oregon Administrative Rule (OAR) 333-019-0010);

4. Treatment information, district policy requirements and admittance provisions will be provided to the parent. A parent will be advised to:

   a. Use a lice-killing agent that a health care provider, school nurse or local health authority has recommended on all family members who have symptoms of infestation;
   b. Follow the personal and household cleaning instructions provided by the district, health care provider or local health authority, as appropriate; and
   c. Remove all nits after treatment.

5. Following treatment, the student may be readmitted to school. A parent must either accompany the student to school for admittance or provide a signed statement that treatment has been initiated;

[1] http://www.oregon.gov/ode/students-and-family/healthsafety/Documents/commdisease.pdf

6. The student will be subject to screening by designated personnel to determine the treatment's effectiveness. The student will be readmitted to school or denied admittance, as appropriate. The absence of live lice or nits is required for admittance. In the event the student is not readmitted to school, parents will be notified;

7. A student who has been readmitted to school will be subject to follow-up screening by designated personnel;

8. The parent should contact the local health department in the event additional assistance and/or information is needed regarding the treatment of the student, other family members, close contacts and the home environment (e.g., bedding, linens, grooming equipment, etc.);

9. A student with chronic head lice may be referred for follow-up to the school's nurse or local health department, as appropriate;

10. A parent who identifies head lice on their student(s) at home should complete treatment prior to the readmission of the student, as required above. A parent is also encouraged to notify the school of the student's condition so that appropriate preventative measures may be implemented at school.

DELETE

JOA Directory Information

November 2026 Policy Update Summary

OSBA designation: Required | Proposed action: Revise and readopt JOA

The draft narrows directory information while preserving notice, opt-out protections and the separate federal requirement for qualifying recruiter and college requests.

Why OSBA Updated This Policy

OSBA's August 2025 update reflects revisions to OAR 581-021-0220 on directory information and permanent records, effective August 1, 2025. OSBA identifies no collective bargaining impact and plans a broader records-policy review.

Directory information is a limited category of student-record information that may be disclosed without individual consent when required notice and opt-out conditions are met. It is not permission to release an entire student record. Oregon's current definition is narrower than the examples in federal FERPA regulations.

What Changes for Reedsport

1 The designated information list becomes narrower

Treatment in the draft	Information affected
Removed with strikeout	Student address, telephone listing, electronic address, date and place of birth, grade level, and most recent previous school or program.
Retained or reworded	Student name; photograph; major field of study; recognized activities and sports; athletic-team members' weight and height; dates of attendance; and degrees and awards received.

The seven retained categories match Oregon's current definition. Photographs and athletic-team measurements remain. "Diploma, honors or awards" becomes "degrees and awards."

2 Removed categories are no longer released under this designation

Staff could no longer rely on JOA's directory-information designation to release the removed fields. That does not require deleting those fields from district records or prohibit every lawful disclosure. Consent or a different applicable legal authority may permit or require release.

3 Recruiter and college requests remain a separate obligation

Federal law still requires districts receiving applicable federal education funds to provide secondary students' names, addresses and telephone numbers upon qualifying requests from military recruiters or institutions of higher education, unless the parent or eligible student has opted out. This applies even when those contact fields are not designated directory information. The draft retains the corresponding notice and opt-out language.

Required Duties and Local Choices

Required: Follow Oregon's directory-information rules, applicable FERPA notice and opt-out requirements, and federal recruiter-access requirements. A policy revision does not create a new right to release protected information.

Local choices: The District may designate a narrower list within applicable law and decide whether to retain each permitted category. It is not required to publish every permitted item.

What Does Not Change

The draft retains annual public notice before directory disclosures, written opt-out requests to the principal within the policy's 15-day period, administrative direction for releases, withholding information considered detrimental, and the general restriction on telephone disclosures. It continues excluding Social Security and student identification numbers from directory information and retains its immigration-enforcement disclosure provision.

The existing classroom-use exception also remains: an opt-out does not prevent use of a student's name, identifier or institutional email within an enrolled class under applicable rules. This limited exception is different from publicly releasing student email addresses.

The Board continues defining district policy; administrators and records staff apply notice, opt-out and release procedures. The update does not expand access to confidential records or shift records management to the Board.

Important Board Considerations

- Update the annual notice, opt-out forms, handbooks, website language and information-system release settings before using the revised list. A previously broader notice should not be used to override the adopted policy.
- Review yearbooks, athletic rosters, awards announcements and other student publications. Check the designated fields and opt-outs; obtain consent or identify another lawful basis where needed.
- Keep recruiter/college notice and opt-out procedures clear even though addresses and phone numbers leave the general directory list. Staff should distinguish these requests from ordinary directory requests.
- Coordinate with the November mirror student-record AR updates, IGBAB/JO-AR and JO/IGBAB-AR. Those ARs govern records management; JOA governs the directory designation.

Legal Basis

OAR 581-021-0220, -0250 and -0390; ORS 326.565 and 326.575; FERPA, 20 U.S.C. § 1232g and 34 C.F.R. §§ 99.3 and 99.37; and 20 U.S.C. § 7908 (secondary-student recruiting information).

Sources: RSD JOA revised November 8, 2023; edited August 2025 OSBA sample; OSBA August 2025 update, Student Records section; and official sources below. Reviewed October 27, 2026.

Oregon directory-information definition and effective date

FERPA directory notice and opt-out requirements

Federal guidance on recruiting requests and directory designations

What Is the Board Being Asked to Do

Revise and readopt JOA with a confirmed directory list and finalized text. Direct consistent implementation of public notice, opt-outs, student publications and separate recruiter/college requests.

Board Packet Summary

Revise JOA to narrow directory information in line with Oregon's updated rule. Remove contact details, birth information, grade level and prior-school information. Photos and specified school-activity information remain. Notice, opt-out and privacy protections continue, as does the separate federal requirement for qualifying recruiter/college requests.

Reedsport School District

Code: JOA
Adopted: 1/16/13
Revised/Readopted: 11/08/23
Orig. Code: JOA

Directory Information**

"Directory information" means those items of personally identifiable information contained in a student education record which is not generally considered harmful or an invasion of privacy if released. The following categories are designated as directory information. The following directory information may be released to the public through appropriate procedures:

1. Student's name;
2. Student's address;
3. Student's telephone listing;
4. Student's electronic address;
5. Student's photograph;
6. Date and place of birth;
7. Major field of study;
8. Participation in officially recognized sports and activities;
9. Weight and height of athletic team members;
10. Dates of attendance;
11. Grade level;
12. Diploma, honors or awards received;
13. Most recent previous school or program attended.

Public Notice

The district will give annual public notice to parents of students in attendance and students 18 years of age or emancipated. The notice shall identify the types of information considered to be directory information, the district's option to release such information and the requirement that the district must, by law upon request, release secondary students' names, addresses and telephone numbers to military recruiters and/or institutions of higher education, unless parents or eligible students request the district withhold this information. Such notice will be given prior to release of directory information.

Exclusions

Exclusions from any or all directory categories named as directory information or release of information to military recruiters and/or institutions of higher education must be submitted in writing to the principal by the parent, student 18 years of age or emancipated student within 15 days of annual public notice. A parent or student 18 years of age or an emancipated student may not opt out of directory information to prevent the district from disclosing or requiring a student to disclose their names, identifier, institutional email address in a class in which the student is enrolled or from requiring a student to disclose a student ID card or badge that exhibits information that has been properly designated directory information by the district in this policy.

Directory information shall be released only with administrative direction.

Directory information considered by the district to be detrimental will not be released.

Information will not be given over the telephone except in health and safety emergencies.

At no point will a student's Social Security Number or student identification number be considered directory information. The district shall not, in accordance with state law, disclose personal information for the purpose of enforcement of federal immigration laws.

END OF POLICY

Legal Reference(s):

ORS 30.864
ORS 107.154
ORS 180.805
ORS 326.565
ORS 326.575
ORS 336.187
OAR 581-021-0220 - 021-0430
OAR 581-022-2060

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
Every Student Succeeds Act, 20 U.S.C. § 7908 (2012).

Cross Reference(s):

IGBAB/JO - Education Records/Records of Students with Disabilities
JO/IGBAB - Education Records/Records of Students with Disabilities

OSBA Model Sample Policy

Code: JOA
Adopted:

Suggested updates are color coded:
BLUE – OSBA Suggested Update
~~BLUE~~ – OSBA Suggested Delete

Directory Information**

"Directory information" means those items of personally identifiable information contained in a student education record which is not generally considered harmful or an invasion of privacy if released. ~~The following categories are designated as directory information. The following d~~Directory information[~~1~~] may be released ~~to the public~~ through appropriate procedures and includes:

1. Student's name;

~~2. Student's address;~~

~~3. Student's telephone listing;~~

~~4. Student's electronic address;~~

5. Student's photograph;

~~6. Date and place of birth;~~

7. Major field of study;

8. Participation in officially recognized ~~sports and~~ activities and sports;

9. Weight and height of ~~athletic team~~ members of athletic teams;

10. Dates of attendance; and

~~11. Grade level;~~

12. ~~Diploma, honors or~~Degrees and awards received~~;~~.

~~13. Most recent previous school or program attended.~~

Public Notice

The district will give annual public notice to parents of students in attendance and students 18 years of age or emancipated. The notice shall identify the types of information considered to be directory information, the district's option to release such information and the requirement that the district must, by law upon request, release secondary students' names, addresses and telephone numbers to military recruiters and/or institutions of higher education, unless parents or eligible students request the district withhold this information. Such notice will be given prior to release of directory information.

~~[1] [For the health, safety and welfare of students, the district may want to consider limiting this list. Consider deleting #2, 3, 4, 6, 7, 10, 11, 12 and/or 13; recommend deleting the word 'diploma' in #12 if kept.]~~

Exclusions

Exclusions from any or all directory categories named as directory information or release of information to military recruiters and/or institutions of higher education must be submitted in writing to the principal by the parent, student 18 years of age or emancipated student within 15 days of annual public notice. A parent or student 18 years of age or an emancipated student may not opt out of directory information to prevent the district from disclosing or requiring a student to disclose their names[, identifier, institutional email address in a class in which the student is enrolled] or from requiring a student to disclose a student ID card or badge that exhibits information that has been properly designated directory information by the district in this policy.

Directory information shall be released only with administrative direction.

Directory information considered by the district to be detrimental will not be released.

Information will not be given over the telephone except in health and safety emergencies.

At no point will a student's Social Security Number or student identification number be considered directory information. The district shall not, in accordance with state law, disclose personal information for the purpose of enforcement of federal immigration laws.

END OF POLICY

Legal Reference(s):

ORS 30.864
ORS 107.154
ORS 180.805
ORS 326.565
ORS 326.575
ORS 336.187
OAR 581-021-0220 - 021-0430
OAR 581-022-2060

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (~~2012~~2024).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (~~2012~~2024); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (~~2017~~2025).
Every Student Succeeds Act, 20 U.S.C. § 7908 (~~2012~~2024).