

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT 8R, HERMISTON**

There will be a Regular Meeting of the  
Board of Education of the Umatilla County School District 8R  
at Hermiston School District Offices  
Boardroom  
305 S.W. 11th Street.  
Hermiston, Oregon 97838  
Monday, June 10, 2024, 6:30 PM

**Rosa Cerda-Diaz**  
Executive Assistant to the  
Superintendent and Board of Education

**AGENDA**

1. **CALL TO ORDER REGULAR MEETING (6:30 p.m.)** *Chair Hansell*
2. **CALL TO ORDER BUDGET HEARING (6:31 P.M.)** *Chair Hansell*
3. **BUDGET HEARING (6:32 P.M.)** *Chair Hansell*

Welcome. This is the time we reserve in our meeting for those who wish to comment on the approved 2024-25 budget as presented for adoption. Anyone wishing to address the board should stand and be recognized, then move forward to the microphone at the center table. Prior to making your comments, please state your first and last name. Please limit your comments to a maximum of three (3) minutes and address them to me.

The Hermiston School District Board of Education also accepts public comment in writing to [communications@hermiston.org](mailto:communications@hermiston.org) prior to this meeting. Members of the community wishing to provide written comments submitted those statements to the district by 4:00 pm today.

Persons wishing to virtually address the board submitted their name electronically by 4:00 pm using the Google Form accessible through the district website.

Is there anyone here tonight who would like to address the board regarding the approved 2024-25 budget?

1. Public Comment *Chair Hansell* 4
4. **ADJOURN BUDGET HEARING (6:35 P.M.)** *Chair Hansell*
5. **INTRODUCTORY ITEMS (6:35 p.m.)** *Chair Hansell*
  1. Pledge of Allegiance
  2. Adoption of Agenda 5
  3. Approval of Minutes 6
6. **PRESENTATIONS AND RECOGNITIONS (6:35 p.m.)**
  1. Athletic & Activities *Mr. Usher*
    1. Ben Larson Male Student-Athlete of the Year *Mr. Usher*
    2. Ricardo Sotelo Named MCC Soccer Coach of the Year *Mr. Usher*
    3. Nadalie Cannell Golfer of the Year *Mr. Usher*

\* Timing of agenda is not meant to be time specific. Instead, the time identified is for pacing purposes only. The Board of Education may modify the agenda and the order in which items are taken for consideration.

\*\* Consent agenda items are considered for action as an entire group. Details for these items are available for public inspection at the District Office.

\*\*\* Members of the public are invited to address the Board of Education during Public Comments.

2. Nuestro Futuro	<i>Ms. Macias</i>	
3. First Student		
<b>7. PUBLIC COMMENTS</b>	<b>(6:50 p.m.)</b>	<i>Chair Hansell</i>
		<b>12</b>
<p>Welcome. This is the time we reserve in our meeting for public comment.  According to Board Policy KL, any complaint regarding a specific employee of the Hermiston School District must be routed through the superintendent's office.  The Hermiston School District Board of Education accepts public comments virtually and in person. Members of the public wishing to address the board virtually submitted written statements or requests by 4:00 p.m. prior to this meeting.  Those wishing to address the board in person should stand and be recognized, then move forward to the microphone at the center table. Prior to making your comments, state your first and last name and school or topic. Please limit your comments to a maximum of three (3) minutes and address them to me.  Is there anyone here tonight who would like to address the board?</p>		
<b>8. COMMUNICATIONS AND ANNOUNCEMENTS</b>	<b>(7:05 p.m.)</b>	
1. Oregon School Employees Association	<i>Ms. Chapman</i>	
2. Hermiston Association of Teachers	<i>Ms. McCann</i>	
3. Student Board Representative	<i>Miss Doherty</i>	
<b>9. REPORTS</b>	<b>(7:20 p.m.)</b>	
1. Board of Education	<i>Chair Hansell</i>	
	<b>Board of Education Goals</b>	
1. Academic Achievement. Demonstrate continuous improvement in all measured areas for each student.		
2. Stewardship. Maintain sound fiscal stewardship of community resources consistent with board policy.		
3. Community. Engage our diverse community in creating opportunities to advance student achievement.		
2. Business Office	<i>Ms. Saul</i>	
1. Financial Reports		13
3. Superintendent's Office	<i>Dr. Mooney</i>	
1. Enrollment Report		16
<b>10. STUDY ITEMS</b>	<b>(7:45 p.m.)</b>	
1. 2024-25 School Board Calendar	<i>Dr. Mooney</i>	22
<b>11. CONSENT ITEMS**</b>	<b>(8:15 p.m.)</b>	
1. Human Resources Department		
1. Personnel Resignations		23
2. Personnel Appointments		24
2. Termination		25
3. Business Office	<i>Ms. Saul</i>	
1. Acceptance of Gifts		26
4. Superintendent's Office		
1. Policy Review - First Reading		30
2. 2024-25 School Board Calendar		230
5. Confidential Contracts		231
6. Classified Contract Agreement		237
<b>12. ACTION ITEMS</b>	<b>(8:20 p.m.)</b>	
1. 2024-25 Budget Adoption		
<b>13. CALENDAR AND FUTURE ITEMS</b>	<b>(8:30 p.m.)</b>	

\* Timing of agenda is not meant to be time specific. Instead, the time identified is for pacing purposes only. The 263 Board of Education may modify the agenda and the order in which items are taken for consideration.

\*\* Consent agenda items are considered for action as an entire group. Details for these items are available for public inspection at the District Office.

\*\*\* Members of the public are invited to address the Board of Education during Public Comments.

1. Future Agenda Item Discussion *Chair Hansell*
2. Calendar Review *Dr. Mooney*
14. **ADJOURN (8:35 p.m.)** *Chair Hansell*

265

\* Timing of agenda is not meant to be time specific. Instead, the time identified is for pacing purposes only. The Board of Education may modify the agenda and the order in which items are taken for consideration.

\*\* Consent agenda items are considered for action as an entire group. Details for these items are available for public inspection at the District Office.

\*\*\* Members of the public are invited to address the Board of Education during Public Comments.

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**3.0 BUDGET HEARING**

**3.1. TOPIC: Public Comment**

Welcome. This is the time we reserve in our meeting for those who wish to comment on the approved 2024-25 budget as presented for adoption. Anyone wishing to address the board should stand and be recognized, then move forward to the microphone at the center table. Prior to making your comments, please state your first and last name. Please limit your comments to a maximum of three (3) minutes and address them to me.

The Hermiston School District Board of Education also accepts public comment in writing to [communications@hermiston.org](mailto:communications@hermiston.org) prior to this meeting. Members of the community wishing to provide written comments submitted those statements to the district by 4:00 pm today.

Persons wishing to virtually address the board submitted their name electronically by 4:00 pm using the Google Form accessible through the district website.

Is there anyone here tonight who would like to address the board regarding the approved 2024-25 budget?

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**SUPERINTENDENT'S RECOMMENDATION**

**5.0. INTRODUCTORY ITEMS**

**5.2. TOPIC:** Adoption of the Agenda

It is recommended. . . . .

**RECOMMENDATION:**

. . . . . that the Board of Education adopts the agenda as presented.

## May 13, 2024, at 6:30 PM - Regular Meeting Minutes

### 1. EXECUTIVE SESSION

Chair Hansell called executive session to order at 5:32p.m. The executive session was conducted per ORS 192.660(2)(d) and ORS 192.660(2)(i).

The executive session was adjourned at 6:27p.m.

### 2. CALL TO ORDER REGULAR MEETING

Chair Hansell called the meeting to order at 6:32 p.m.

Hermiston School Board members present: Mr. Dain Gardner, Ms. Lili Gomez, Ms. Sally Hansell, Mr. James Hurst, Ms. Bonnie Luisi, Ms. Karen Sherman and Ms. Teri Vander Stelt

Also in attendance: Dr. Tricia Mooney, Superintendent of Schools, Katie Saul, Director of Business Services, and Executive Assistant to the Superintendent and Board Rosa Cerda-Diaz

### 3. INTRODUCTORY ITEMS

#### 3.1. Pledge of Allegiance

Chair Hansell led everyone in the Pledge of Allegiance.

#### 3.2. Adoption of Agenda

Ms. Bonnie Luisi moved that the agenda be adopted as amended. The motion was seconded by Ms. Karen Sherman and passed 7-0.

#### 3.3. Approval of Minutes

A motion was made by Ms. VanderStelt to approve the minutes of the regular meeting held on April 8, 2024, and the special meeting held on April 22, 2024. The motion was seconded by Ms. Bonnie Luisi and passed 7-0.

### 4. PRESENTATIONS AND RECOGNITIONS

#### 4.1. Hermiston High School FCCLA

Dr. Mooney introduced Angela Treadwell the Career and Technical Education, Hospitality FCCLA Adviser, who shared information about the FCCLA team. The board presented certificates to recognize the FCCLA Members that attended the Oregon FCCLA State Leadership Conference in Portland.

#### 4.2. Desert View Elementary School

Principle David Melville introduced the Desert View leadership team. The team presented information on reading skills and how the staff works to meet the individual needs of students across the building.

### 5. PUBLIC COMMENTS

No written comments were provided in advance and no requests were made to address the board virtually. No in person comments were made.

### 6. COMMUNICATIONS AND ANNOUNCEMENTS

#### 6.1. Oregon School Employees Association

OSEA President Chapman was not in attendance.

#### 6.2. Hermiston Association of Teachers

HAT President-elect Stacey Robledo provided an update on behalf of the Hermiston

Association of Teachers. Ms. Robledo thanked HAT President Jessica McCann for all the hours and hard work put in this year and especially in taking Ms. Robledo under her wing and getting the preparation that is needed for next year. Ms. Robledo shared that in April local representatives attended an OEA (Oregon Education Association) assembly in Portland. The representatives played a role in shaping the direction of OEA which represents over 44 thousand educators. Union elections will be closing May 17, 2024, to elect new HAT representatives for the 2024-2025 school year.

6.3. Student Board Representative  
Miss Doherty not present.

## 7. REPORTS

### 7.1. Board of Education

Board members shared events and activities in which they participated or attended since the last board meeting. Board members attended pinning ceremonies and were invited to attend Evening of Excellence thanking Ms. Monroe for the invitation.

### 7.2. Business Office

#### 7.2.1. Financial Reports

Ms. Saul reviewed the revenue, expenditure and ending fund balance reports for March 2024. The revenue report is green and expenditure reports is yellow for the month, but green for the year to date. The projected ending fund balance is 13.24%.

### 7.3. Superintendent's Office

#### 7.3.1. Enrollment Report

Dr. Mooney shared the enrollment report through April 30, 2024 which includes a total student enrollment of 5,359 students K-12 and an enrollment trend that is aligned with the 2022-2023 school year. In addition, the regular attenders report for the month of April was shared that includes a breakdown of the percentage of students attending 90% or more of their enrolled days for the month.

## 8. STUDY ITEMS

### 8.1. K-12 Science Curriculum Adoption Committee

Mr. Depew, Dr. Farley and West Park Principal Mr. Juan Rodriguez shared information with the board about the process followed for the curriculum adoption recommendations to the board.

### 8.2. Policy IKFB Graduation Exercise

Mr. Gardner made a motion that the Hermiston School Board of Directors create and vote on a board policy or amendment to an existing policy permitting the 2024 Hermiston High School seniors who have earned their 2024 National Honor Society stole to wear that stole at the 2024 Hermiston High School graduation ceremony. The motion was seconded by Mr. Hurst. The motion failed 4-3.

## 9. CONSENT ITEMS\*\*

Ms. Luisi made a motion to approve consent agenda items 9.1.1. through 9.1.3., 9.2. and 9.4., Ms. Sherman seconded the motion which passed 7-0.

### 9.1.1. Personnel Resignations

Briseida Gomez-Meza

Custodian

Hermiston School District

Lyndsey McKillip	Title 1 Teacher	Desert View Elementary
Lisa Depew	Grants & Curriculum Manager	District Office

9.1.2. Personnel Appointments

Kelly Payan	HR Specialist	District Office
Dalton Arnzen	Science Teacher	Hermiston High School
Macy Jensen	Science Teacher	Hermiston High School
Jill Miller	SpEd Teacher	Sandstone Middle School
Madison Frazier	English LA Teacher	Hermiston High School
Abigail Dowd	Elem. Teacher Grd. 4	West Park Elementary
Mary (KT) James	SpEd Teacher	Armand Larive Middle School
Matthew Jones	PE Health Grds 6-8	Sandstone Middle School

9.1.3. Extra Responsibility & Extra Duty Contracts

Adrian Rodarte	Activity MS Color Guard	Armand Larive & Sandstone
----------------	-------------------------	---------------------------

9.2. Business Office

9.2.1. Acceptance of Gifts

School/Program	Gift	Value	Donor
West Park Elementary	General Use	\$353.40	American Online Giving Foundation
Sandstone Middle School	General Use	\$400.96	American Online Giving Foundation
H.H.S. Science	02/19/24 Science Pathway	\$1,450	Good Shepherd Community Health Foundation
H.H.S. Health Services Classes	Donation to health fair- fund 255 Health Services	\$1,450	Good Shepherd Community Health Foundation
H.H.S. Cross Country	Cross Country Use	\$700	Rogers Toyota of Hermiston
H.H.S. Counseling Center	35 Prom dresses		Rose White HHS Parents
H.H.S. Agriculture	Plants		Bi-Mart Plant Manager

9.2.2. Budget Committee Membership

To comply with ORS 294.414(5) the following budget committee positions were updated from an ending date of 6/30/2027 to 6/30/2026:

- Position 5 – Ms. Kristy Inman
- Position 6 – Ms. Alecia Funk
- Position 7 – Mr. Kenneth Dopps

9.3. Teaching & Learning

9.3.1. Science Curriculum Adoption

The board approved the following materials for K-12 Science instruction beginning in the 2024-2025 school year:

Grades K-5	Accelerate Learning: STEMscopes
Grades 6-8	Stile Education Middle School Science
Grades 9-12	McGraw Hill: Inspire Science

9.4. Athletics & Activities Department

The board approved the Hermiston School District’s membership with the Washington Interscholastic Activities Association (WIAA), per resolution 23-24-04.

**10. CALENDAR AND FUTURE ITEMS**

10.1. Future Agenda Item Discussion

Chair Hansell announced study items during the summertime.

10.2. Calendar Review

Dr. Mooney reviewed upcoming calendar items for board members.

**11. ADJOURN**

Chair Hansell adjourned the meeting at 9:26 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Superintendent/Clerk

\_\_\_\_\_  
Secretary

May 20, 2024, at 6:30 PM - Budget Committee  
Meeting Minutes

**1. CALL TO ORDER SPECIAL MEETING**

Vice Chair Dave Smith called the meeting to order at 6:32p.m.

Hermiston School Board Members Present: Ms. Bonnie Luisi, Mr. Dain Gardner, Ms. Teri Vander Stelt, Ms. Karen Sherman, and Mr. James Hurst.

Community Budget Committee members present: Mr. Kenneth Dopps, Ms. Alecia Funk, Mr. Dave Nevin, and Mr. Dave Smith

Also in attendance were: Superintendent of Schools Tricia Mooney, Assistant Superintendent Jake Bacon, and Director of Business Services Katie Saul.

Absent Members: Ms. Sally Hansell, Ms. Lili Gomez, Ms. Kristy Inman, Mr. Greg Harris and Mr. Justin Terry

**2. INTRODUCTORY ITEMS**

Vice Chair Smith led the group in the Pledge of Allegiance.

**2. APPROVAL OF MINUTES**

Ms. Luisi made a motion to approve the May 6, 2024, meeting minutes as presented. The motion was seconded by Ms. Vander Stelt and passed unanimously.

**3. REVIEW OF BUDGET REVISIONS**

Ms. Saul reported that there were no revisions to the budget that was presented at the May 6, 2024, Budget Committee meeting.

**4. REVIEW OF TAX RATE DECLARATION**

Ms. Saul shared the District's permanent tax rate of \$4.8877 per \$1,000 of assessed value for operating purposes in the General Fund. The amount of \$8,795,000 will be levied for payment of bond principal and interest in the Debt Service Fund.

**5. PUBLIC COMMENTS**

Vice Chair Smith invited public comment. No members of the public made comment or submitted comments prior to the meeting.

**6. COMMITTEE QUESTIONS & DISCUSSION**

Vice Chair Smith invited questions and discussion from the Budget Committee. No question or discussion items were brought forth.

**8. CONSIDERATION FOR BUDGET APPROVAL**

Mr. Dopps made a motion that the Hermiston School District Budget Committee approve the budget for the 2024-2025 fiscal year in the amount of \$186,757,758: with a permanent tax rate of \$4.8877 per \$1,000 of assessed value for operating purposes in the General Fund, and the amount of \$8,795,000 for payment of bond principal and interest in the Debt Service Fund. The motion was seconded by Mr. Nevin and passed unanimously.

**9. AUTHORIZATION FOR BOARD APPROVAL OF MINUTES**

Ms. Luisi made a motion that the Budget Committee authorize the Board of Education to approve the May 20, 2024, Budget Committee meeting minutes at the next regular meeting of the Board of Education, scheduled for June 10, 2024. Ms. Funk seconded the motion which passed unanimously.

**10. RECESS OF BUDGET COMMITTEE FOR 2023-24 SCHOOL YEAR**

Vice Chair Smith recessed the Budget Committee for the 2023-24 school year at 7:04 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Superintendent/Clerk

\_\_\_\_\_  
Secretary

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

**PUBLIC COMMENT GUIDELINES**

Welcome. This is the time we reserve in our meeting for public comment.

According to Board Policy KL, any complaint regarding a specific employee of the Hermiston School District must be routed through the superintendent's office.

The Hermiston School District Board of Education accepts public comments virtually and in person. Members of the public wishing to address the board virtually submitted written statements or requests by 4:00 p.m. prior to this meeting.

Those wishing to address the board in person should stand and be recognized, then move forward to the microphone at the center table. Prior to making your comments, state your first and last name and school or topic. Please limit your comments to a maximum of three (3) minutes and address them to me.

Is there anyone here tonight who would like to address the board?

**GENERAL FUND REVENUE DATA ENTRY REPORT**

MONTH	TAXES	INTST/FEES	INTER	STATE SSF	STATE OTH	FEDERAL	OTHER	TOTAL PROJ.	TOTAL ACT.	VARIANCE	
JUL PRO	\$ -	\$ 104,725	\$ 195,346	\$ 9,371,230	\$ -	\$ -	\$ -	\$ 9,671,301		\$ (174,434)	-1.80%
JUL ACT	\$ -	\$ 125,638	\$ -	\$ 9,371,230	\$ -	\$ -	\$ -	\$ -	\$ 9,496,868	\$ (174,434)	YTD
AUG PRO	\$ 27,742	\$ 106,348	\$ 97,673	\$ 4,684,491	\$ 13,000	\$ -	\$ -	\$ 4,929,254		\$ 234,259	4.75%
AUG ACT	\$ 20,181	\$ 167,509	\$ 293,020	\$ 4,682,804	\$ -	\$ -	\$ -		\$ 5,163,514	\$ 59,826	YTD
SEP PRO	\$ 37,452	\$ 114,363	\$ 102,961	\$ 4,684,491	\$ -	\$ -	\$ -	\$ 4,939,267		\$ 147,661	2.99%
SEP ACT	\$ 18,011	\$ 279,503	\$ 106,611	\$ 4,682,804	\$ -	\$ -	\$ -		\$ 5,086,928	\$ 207,487	YTD
OCT PRO	\$ 75,113	\$ 81,890	\$ 97,673	\$ 4,684,491	\$ -	\$ -	\$ -	\$ 4,939,167		\$ 54,329	1.10%
OCT ACT	\$ 20,899	\$ 192,120	\$ 97,673	\$ 4,682,804	\$ -	\$ -	\$ -		\$ 4,993,497	\$ 261,816	YTD
NOV PRO	\$ 9,272,775	\$ 116,853	\$ 104,725	\$ 4,684,491	\$ -	\$ -	\$ -	\$ 14,178,844		\$ 327,570	2.31%
NOV ACT	\$ 9,468,220	\$ 250,327	\$ 105,063	\$ 4,682,804	\$ -	\$ -	\$ -		\$ 14,506,414	\$ 589,385	YTD
DEC PRO	\$ 1,095,696	\$ 85,524	\$ 1,828,242	\$ 4,684,491	\$ -	\$ -	\$ -	\$ 7,693,953		\$ (213,838)	-2.78%
DEC ACT	\$ 755,707	\$ 213,362	\$ 1,828,242	\$ 4,682,804	\$ -	\$ -	\$ -		\$ 7,480,115	\$ 375,547	YTD
JAN PRO	\$ 144,645	\$ 84,472	\$ 302,673	\$ 4,684,491	\$ 366,484	\$ 12,000	\$ -	\$ 5,594,765		\$ (503,745)	-9.00%
JAN ACT	\$ 97,403	\$ 206,381	\$ 97,673	\$ 4,683,308	\$ 6,255	\$ -	\$ -		\$ 5,091,020	\$ (128,198)	YTD
FEB PRO	\$ 170,676	\$ 109,014	\$ 97,673	\$ 4,684,491	\$ -	\$ -	\$ -	\$ 5,061,854		\$ 330,637	6.53%
FEB ACT	\$ 57,395	\$ 207,266	\$ 97,673	\$ 4,683,308	\$ 346,849	\$ -	\$ -		\$ 5,392,491	\$ 202,439	YTD
MAR PRO	\$ 173,112	\$ 96,499	\$ 103,138	\$ 4,684,491	\$ -	\$ -	\$ -	\$ 5,057,240		\$ 582,332	11.51%
MAR ACT	\$ 287,681	\$ 337,125	\$ 319,605	\$ 4,683,308	\$ -	\$ 11,854	\$ -		\$ 5,639,573	\$ 784,771	YTD
APR PRO	\$ 55,282	\$ 106,946	\$ 97,673	\$ 5,054,718	\$ -	\$ -	\$ -	\$ 5,314,619		\$ 97,708	1.84%
APR ACT	\$ 65,251	\$ 194,685	\$ 97,673	\$ 5,054,718	\$ -	\$ -	\$ -		\$ 5,412,327	\$ 882,479	YTD
MAY PRO	\$ 129,312	\$ 207,053	\$ 23,450	\$ 5,526,138	\$ 35,000	\$ -	\$ -	\$ 5,920,953			0.00%
MAY ACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		YTD
JUN PRO	\$ 241,940	\$ 174,313	\$ 7,195	\$ -	\$ 366,484	\$ -	\$ -	\$ 789,932			0.00%
JUN ACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		YTD
<b>Projected</b>	<b>\$ 11,423,745</b>	<b>\$ 1,388,000</b>	<b>\$ 3,058,426</b>	<b>\$ 57,428,014</b>	<b>\$ 780,968</b>	<b>\$ 12,000</b>	<b>\$ -</b>	<b>\$ 74,091,152</b>			
<b>Budget Book</b>	<b>\$ 11,423,745</b>	<b>\$ 1,310,000</b>	<b>\$ 2,964,607</b>	<b>\$ 56,944,610</b>	<b>\$ 723,588</b>	<b>\$ 12,000</b>	<b>\$ 2,705,000</b>	<b>\$ 76,083,550</b>			
<b>Variance</b>	<b>\$ -</b>	<b>\$ 78,000</b>	<b>\$ 93,819</b>	<b>\$ 483,404</b>	<b>\$ 57,380</b>	<b>\$ -</b>	<b>\$ (2,705,000)</b>	<b>\$ (1,992,398)</b>			
TOT ACT	\$ 10,790,748	\$ 2,173,915	\$ 3,043,234	\$ 51,889,892	\$ 353,104	\$ 11,854	\$ -	\$ 68,262,747	<b>FORECAST ACT</b>	\$	<b>74,973,631</b>
% collected	94.46%	156.62%	99.50%	90.36%	45.21%	98.78%	#DIV/0!	92.13%			
<b>NOTE:</b>	<b>Revised per 3/28/2024 SSF Estimate &amp; Board Resolution 23-24-03</b>										
<b>LEGEND</b>	<b>Above or within 2.00% of projection</b>				<b>Between 2.01% &amp; 5.00% below</b>			<b>Below 5.01% of projection</b>			

GENERAL FUND EXPENDITURE DATA ENTRY REPORT								
MONTH	PROJ. P/R	ACTUAL P/R	PROJ. A/P	ACTUAL A/P	TOTAL	VARIANCE		
JULY PROJECTED	1,039,674		\$ 1,381,486		\$ 2,421,160 MONTHLY	\$ 6,252	0.26%	
JULY ACTUAL		\$ 1,049,625		\$ 1,377,787	\$ 2,427,412 YTD	\$ 6,252	0.26%	
AUGUST PROJECTED	1,232,246		\$ 1,108,290		\$ 2,340,536 MONTHLY	\$ (65,117)	-2.78%	
AUGUST ACTUAL		\$ 1,209,218		\$ 1,066,202	\$ 2,275,419 YTD	\$ (58,865)	-1.24%	
SEPTEMBER PROJECTED	5,169,094		\$ 872,712		\$ 6,041,806 MONTHLY	\$ 283,008	4.68%	
SEPTEMBER ACTUAL		\$ 5,005,895		\$ 1,318,919	\$ 6,324,814 YTD	\$ 224,143	2.07%	
OCTOBER PROJECTED	5,331,775		\$ 927,300		\$ 6,259,075 MONTHLY	\$ 595,456	9.51%	
OCTOBER ACTUAL		\$ 5,247,507		\$ 1,607,024	\$ 6,854,531 YTD	\$ 819,599	4.80%	
NOVEMBER PROJECTED	5,426,384		\$ 931,734		\$ 6,358,118 MONTHLY	\$ (258,550)	-4.07%	
NOVEMBER ACTUAL		\$ 5,441,615		\$ 657,953	\$ 6,099,568 YTD	\$ 561,049	2.40%	
DECEMBER PROJECTED	5,285,563		\$ 930,681		\$ 6,216,244 MONTHLY	\$ (530,287)	-8.53%	
DECEMBER ACTUAL		\$ 5,203,177		\$ 482,780	\$ 5,685,957 YTD	\$ 30,762	0.10%	
JANUARY PROJECTED	5,208,211		\$ 1,021,174		\$ 6,229,385 MONTHLY	\$ (17,793)	-0.29%	
JANUARY ACTUAL		\$ 4,998,413		\$ 1,213,179	\$ 6,211,592 YTD	\$ 12,969	0.04%	
FEBRUARY PROJECTED	5,444,624		\$ 948,855		\$ 6,393,479 MONTHLY	\$ (149,870)	-2.34%	
FEBRUARY ACTUAL		\$ 5,319,934		\$ 923,676	\$ 6,243,609 YTD	\$ (136,901)	-0.32%	
MARCH PROJECTED	5,347,369		\$ 1,086,524		\$ 6,433,893 MONTHLY	\$ 308,110	4.79%	
MARCH ACTUAL		\$ 5,125,275		\$ 1,616,728	\$ 6,742,003 YTD	\$ 171,209	0.35%	
APRIL PROJECTED	5,223,648		\$ 1,199,012		\$ 6,422,660 MONTHLY	\$ (141,971)	-2.21%	
APRIL ACTUAL		\$ 5,108,832		\$ 1,171,857	\$ 6,280,689 YTD	\$ 29,238	0.05%	
MAY PROJECTED	8,695,232		\$ 1,580,436		\$ 10,275,668 MONTHLY		0.00%	
MAY ACTUAL	-	\$ -		\$ -	\$ - YTD		0.00%	
JUNE PROJECTED	9,303,898		\$ 2,691,106		\$ 11,995,004 MONTHLY		0.00%	
JUNE ACTUAL		\$ -		\$ -	\$ - YTD		0.00%	
PROJECTED	\$ 62,707,718		\$ 14,679,310		\$ 77,387,028			
BUDGET BOOK	\$ 63,459,168		\$ 16,100,874		\$ 79,560,042			
VARIANCE	\$ 751,450		\$ 1,421,564		\$ 2,173,014	(proj. difference in budgeted expenditures)		
TOTAL ACTUAL		\$ 43,709,489		\$ 11,436,105	\$ 55,145,594	FORECAST ACT	\$	77,416,266
% spent to date		69.70%		77.91%	71.26%			
Note:	Revised per 3/28/2024 SSF Estimate & Board Resolution 23-24-03							
LEGEND MONTHLY	Below or within 2.00%		Between 2.01% & 5.00% above			Above 5.01% of projection		
LEGEND YTD	Below or within 2.00%		Between 2.01% & 5.00% above			Above 5.01% of projection		

## GENERAL FUND MONTHLY ENDING FUND BALANCE REPORT

DATE	Revenue	Expenditure	Ending Fund Balance	Variance		EFB Monthly Projection for Year End
1-Jul-23 PROJECTED			\$ 14,000,000			
ACTUAL			\$ 14,328,892			
31-Jul-23 PROJECTED	\$ 9,671,301	\$ 2,421,160	\$ 21,250,141			
ACTUAL	\$ 9,496,868	\$ 2,427,412	\$ 21,398,348	\$ 148,206	0.70%	12.39%
31-Aug-23 PROJECTED	\$ 4,929,254	\$ 2,340,536	\$ 23,838,860			
ACTUAL	\$ 5,163,514	\$ 2,275,419	\$ 24,286,442	\$ 328,691	1.38%	12.70%
30-Sep-23 PROJECTED	\$ 4,939,267	\$ 6,041,806	\$ 22,736,321			
ACTUAL	\$ 5,086,928	\$ 6,324,814	\$ 23,048,556	\$ 193,344	0.85%	12.53%
31-Oct-23 PROJECTED	\$ 4,939,167	\$ 6,259,075	\$ 21,416,414			
ACTUAL	\$ 4,993,497	\$ 6,854,531	\$ 21,187,522	\$ (347,783)	-1.62%	11.91%
30-Nov-23 PROJECTED	\$ 14,178,844	\$ 6,358,118	\$ 29,237,140			
ACTUAL	\$ 14,506,414	\$ 6,099,568	\$ 29,594,368	\$ 238,336	0.82%	12.52%
31-Dec-23 PROJECTED	\$ 7,693,953	\$ 6,216,244	\$ 30,714,849			
ACTUAL	\$ 7,480,115	\$ 5,685,957	\$ 31,388,526	\$ 673,677	2.19%	13.00%
31-Jan-24 PROJECTED	\$ 5,594,765	\$ 6,229,385	\$ 30,080,230			
ACTUAL	\$ 5,091,020	\$ 6,211,592	\$ 30,267,954	\$ 187,725	0.62%	12.52%
28-Feb-24 PROJECTED	\$ 5,061,854	\$ 6,393,479	\$ 28,748,605			
ACTUAL	\$ 5,392,491	\$ 6,243,609	\$ 29,416,836	\$ 668,231	2.32%	13.02%
31-Mar-24 PROJECTED	\$ 5,057,240	\$ 6,433,893	\$ 27,371,952			
ACTUAL	\$ 5,639,573	\$ 6,742,003	\$ 28,314,406	\$ 942,454	3.44%	13.24%
30-Apr-24 PROJECTED	\$ 5,314,619	\$ 6,422,660	\$ 26,263,912			
ACTUAL	\$ 5,412,327	\$ 6,280,689	\$ 27,446,045	\$ 1,182,133	4.50%	13.31%
31-May-24 PROJECTED	\$ 5,920,953	\$ 10,275,668	\$ 21,909,196			
ACTUAL	\$ -	\$ -	\$ 27,446,045		0.00%	
30-Jun-24 PROJECTED	\$ 789,932	\$ 11,995,004	\$ 10,704,124			
ACTUAL	\$ -	\$ -	\$ 27,446,045		0.00%	
<b>INITIAL FORECASTED EFB</b>	<b>\$ 74,091,152</b>	<b>\$ 77,387,028</b>	<b>\$ 10,704,124</b>			<b>12.15%</b>
<b>ACTUALS TO DATE</b>	<b>\$ 68,262,747</b>	<b>\$ 55,145,594</b>				
<b>ANTICIPATED ACTUALS*</b>	<b>\$74,973,631</b>	<b>\$77,416,266</b>	<b>\$ 11,886,258</b>			<b>13.31%</b>
Monthly Comp.	Above or within 2.00% of projection	Between 2.01% & 5.00% below projection	Below 5.01% of projection			
	<b>*Calculated using actuals through the current month and projected revenue and expenditures for future months</b>					
NOTE:	Final as of December 5, 2023 completed audit of June 30, 2023 financials.					
<b>ENDING FUND BALANCE LEGEND</b>	8.00% to 9.00% and above	Between 7.99% to 7.50%	7.49% and below			15

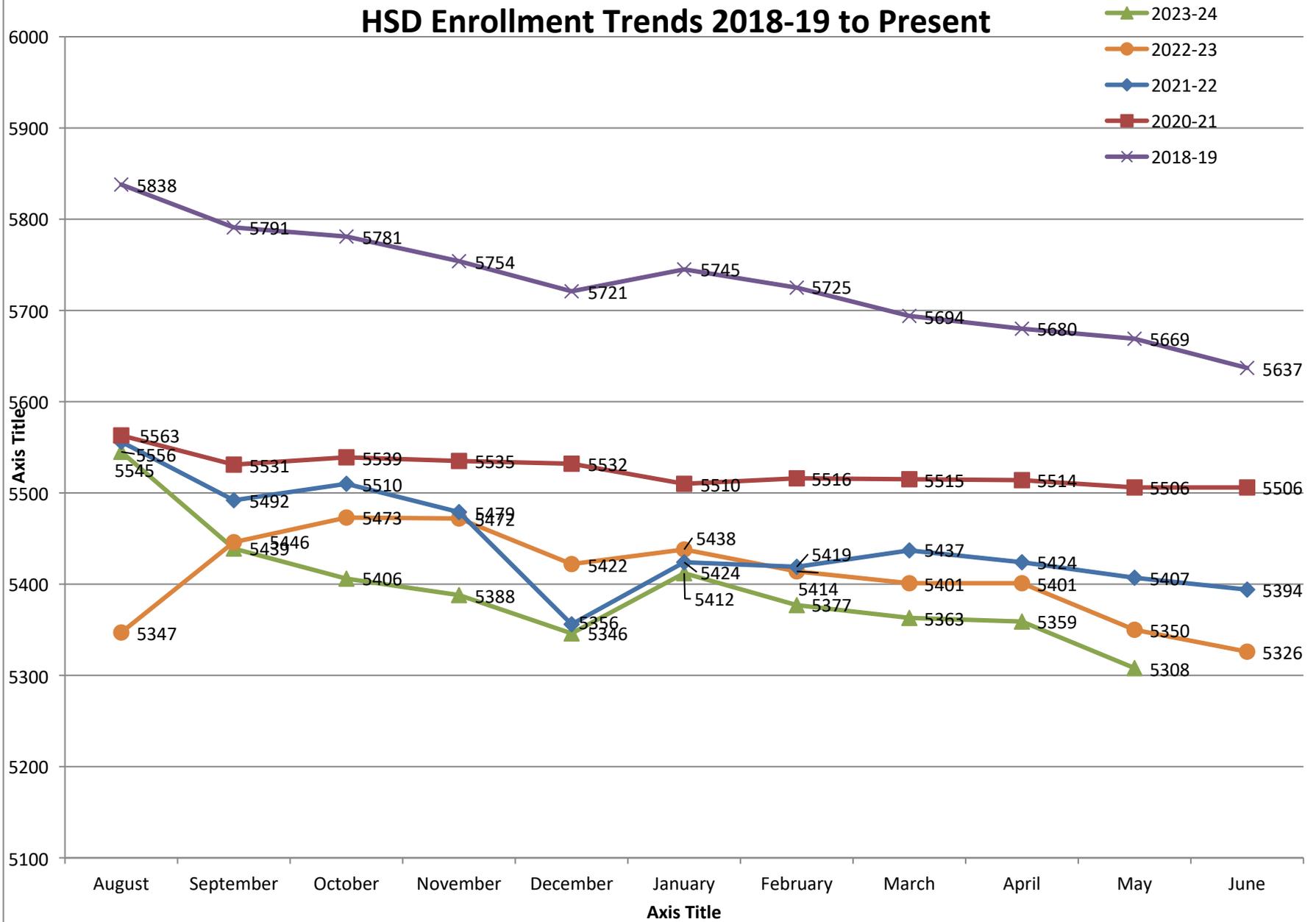
5/31/2024

## HERMISTON SCHOOL DISTRICT 8R - ELEMENTARY ENROLLMENT BY TEACHER

Desert View	357	Highland Hills	312	Loma Vista	398	Rocky Heights	442	Sunset	445	West Park	441	
<b>Kinder</b>				Carlson, K (Life S)	1	Hinton, Kelsey(Able)				Diaz, Savannah (SC)	3	<b>Total</b>
Ramirez, Nichole	16	Adams, Emily	16	Perkins, S (Life S)	2	Hatfield, Diana	1	Bruce, Madison	20	Gorham, Mary	21	358
Smith, Debra	18	Koenig, Marian	17	Bartley, Renae	14	Jones, Wendy	24	Demarest, Emilie	18	Kellison, Amber	20	20
Spears, Elsy	17	Schwirse, Dezi	16	Gormley, Caitrin	14	Hayden, Mya	23	Trotter, Natalie	20	Radillo, Elizabeth	21	21
				Padberg, Janna	17	Victorio, Daisy	22					
				Rawlings, Nickole	17							
Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Avg,
<b>Total</b>	<b>51</b>	<b>49</b>			<b>65</b>		<b>70</b>		<b>58</b>		<b>65</b>	<b>18.8</b>
<b>1st grade</b>				Carlson, K (Life S)	1	Hinton, Kelsey(Able)				Diaz, Savannah (SC)	3	<b>Total</b>
Bennett, Jeannine	21	Cearns, W (Cox)	17	Perkins, S (Life S)	3	Hatfield, Diana	2	Hantke, Sonia	24	Schaefer, Stacy	17	381
Farley, Kelsey	18	Liebe, Martha	15	Milligan, Amber	20	Badillo-Juarez, Ana	18	Meyers, Hayden	22	Searles, Eileen	18	18
Lillie, Shelly	20	Watson, Bailey	17	Powell, Annette	18	Dunkel, Michelle	17	Mosher, Aimee	22	Wattenburger, Marci	17	17
				Spencer, Cherilyn	20	Godby, Katia	17			Zuniga, Mariana	17	17
						Griffin, Kristine	17					
Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Avg,
<b>Total</b>	<b>59</b>	<b>49</b>			<b>62</b>		<b>71</b>		<b>68</b>		<b>72</b>	<b>19.1</b>
<b>2nd grade</b>				Carlson, K (Life S)	2	Hinton, Kelsey (Able)	1			Diaz, Savannah (SC)	5	<b>Total</b>
Lowery, Jennifer	16	Cooley, Samantha	15	Perkins, S (Life S)	2	James, Megan	18	Colbray, Delta	18	Morris, Melissa (SC)	3	384
McCann, Jessica	17	Johnson, Osieauna	15	Greenup, Nina	18	Phillips, Bobbi	19	Smith, Monica	17	Johnston, Dawn	20	20
Rettkowski, Tiffany	15	Wilson, Madison	17	Meade, Alesia	18	Putnam, Brittane	19	Torres, Martha	16	Neddo, Tess	21	21
Wells, Sarah	18			Newton, Jammie	18	West, Courtney	19	Zumaya, Gabriela	17	Springstead, Amy	20	20
Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Avg,
<b>Total</b>	<b>66</b>	<b>47</b>			<b>58</b>		<b>76</b>		<b>68</b>		<b>69</b>	<b>18.3</b>
<b>3rd grade</b>				Carlson, K (Life S)	3	Hinton, Kelsey (Able)	0			Morris, Melissa (SC)	2	<b>Total</b>
Artz, Cristal	18	Juul, Mackenzie	19	Perkins, S (Life S)	1	Ekblad (Team)	1	Johnson, Natasha	23	Morgan, Michelle	25	395
Cope, Lyndsey	21	Ranger, Kelsey	19	Mulkey, Kaitlin	21	Basso, Caroline	22	Maddox, Noelle	22	Purswell, Kim	26	26
Frazier, Kara	22	Verwold, Taylor	17	Walchli, Courtney	18	Cotterell, Emily	21	St. Hilaire, Ashley	21	Smith, Brittany	26	26
				White, Linda	22	Rodriguez, Adriane	20					
								Arenas, Patti (NC)	5			
Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Avg,
<b>Total</b>	<b>61</b>	<b>55</b>			<b>65</b>		<b>64</b>		<b>71</b>		<b>79</b>	<b>21.9</b>
<b>4th grade</b>				Carlson, K (Life S)		Ekblad (Team)	1			Morris, Melissa (SC)	0	<b>Total</b>
Kramer, Hailey	17	Cooke, Angie	19	Perkins, S (Life S)		Hinton, Kelsey (Able)	0	Davis, Makendie	19	Hardin, Deniel	26	427
Lomas, Sara	16	Plum, Deanna	16	Camara, Melissa	25	Lindeman, Alissa	22	Richardson, Kelby	19	Madrigal, Jaime	26	26
Wellsandt, Darci	17	Sieble, Carolina	21	Hamilton, Natalie	24	Thompson, Hannah	23	Rouska, Aaron	19	Peterson, Allison	25	25
				Stuart, Eleanor	23	Weis, Haley	19	Scofe, Bailey	20			
						Winn, Courtney	20	Arenas, Patti (NC)	10			
Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Avg,
<b>Total</b>	<b>50</b>	<b>56</b>			<b>72</b>		<b>85</b>		<b>87</b>		<b>77</b>	<b>21.4</b>
<b>5th grade</b>				Carlson, K (Life S)	2	Ekblad (Team)	2			Morris, Melissa (SC)	3	<b>Total</b>
McCormack, Janey	24	Cook, Justine	17	Perkins, S (Life S)	2	Best, Sara	23	Brown, Jessica	27	Childs, Michelle	20	450
Miller, Sidney	22	Greenough, Kelly	20	Culligan, Tracy	24	Combs, Heather	26	Finn, Jessica	28	Degan, Amanda	18	18
Nicodemus, Connie	24	Hamann, Bonnie	19	Roberts, Cailyn	25	Linn, Josh	25	Mignin, Kaitkyn	30	Dopps, Kathy	20	20
				Rodriguez, Amanda	23					Nyzc, David	18	18
								Arenas, Patti (NC)	8			
Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Hermiston Online!		Avg,
<b>Total</b>	<b>70</b>	<b>56</b>			<b>76</b>		<b>76</b>		<b>93</b>		<b>79</b>	<b>23.7</b>



# HSD Enrollment Trends 2018-19 to Present



Month	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
August	4747	4860	5078	5060	5063	5104	5243	5396
September	4858	5014	5212	5145	5215	5255	5323	5510
October	4849	4997	5168	5105	5212	5244	5309	5490
November	4833	4986	5150	5084	5197	5217	5275	5477
December	4797	4960	5107	5035	5169	5170	5240	5452
January	4834	4962	5111	5062	5191	5184	5261	5452
February	4820	4965	5121	5042	5182	5180	5276	5459
March	4790	4977	5113	5033	5200	5165	5260	5454
April	4757	4964	5092	5039	5174	5155	5243	5447
May	4739	4954	5052	4990	5121	5131	5214	5396
June	4729	4920	5023	4971	5115	5113	5193	5385
Yearly	52753	54559	56227	55566	56839	56918	57837	59918

2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
5743	5794	5838	5777	5563	5556	5347	5545
5651	5770	5791	5757	5531	5492	5446	5439
5658	5722	5781	5760	5539	5510	5473	5406
5635	5730	5754	5741	5535	5479	5472	5388
5627	5718	5721	5651	5532	5356	5422	5346
5623	5677	5745	5724	5510	5424	5438	5412
5630	5691	5725	5708	5516	5419	5414	5377
5615	5674	5694	5692	5515	5437	5401	5363
5609	5665	5680	5701	5514	5424	5401	5359
5579	5673	5669	5701	5506	5407	5350	5308
5537	5650	5637	5701	5506	5394	5326	
61907	62764	63035	62913	60767	59898		



## April Regular Attenders:

Students who attend 90% or more of their enrolled school days

	Elementary Schools	Middle Schools	High School
Regular Attenders	68%	67%	49%
Average Attendance	91%	90%	84%

Data 5/1/24 - 5/30/24



SCHEDULE OF SCHOOL BOARD MEETINGS  
2024-2025

The regular meeting of the board of education will occur on the following dates:  
(Generally the 2nd Monday of the month at 6:30 p.m.)

DATE	MEETING	TIME
Monday, July 8, 2024	Regular Meeting	6:30 PM
Monday, August 12, 2024	Regular Meeting	6:30 PM
Monday, August 26, 2024	Special Meeting	6:30 PM
Monday, September 9, 2024	Regular Meeting	6:30 PM
Monday, September 23, 2024	Special Meeting	6:30 PM
Monday, October 14, 2024	Regular Meeting	6:30 PM
Monday, October 28, 2024	Special Meeting	6:30 PM
Monday, November 4, 2024	Listening & Learning Session	6:30 PM
Monday, November 18, 2024	Regular Meeting	6:30 PM
Monday, December 9, 2024	Regular Meeting	6:30 PM
Monday, January 13, 2025	Regular Meeting	6:30 PM
Monday, January 27, 2025	Special Meeting	6:30 PM
Monday, February 3, 2025	Listening & Learning Session	6:30 PM
Monday, February 10, 2025	Regular Meeting	6:30 PM
Monday, February 24, 2025	Special Meeting	6:30 PM
Monday, March 10, 2025	Regular Meeting	6:30 PM
Monday, March 24, 2025	Special Meeting	6:30 PM
Monday, April 14, 2025	Regular Meeting	6:30 PM
Monday, April 28, 2025	Special Meeting	6:30 PM
Monday, May 5, 2025	Listening & Learning Session	6:30 PM
Monday, May 12, 2025	Regular Meeting	6:30 PM
Monday, June 9, 2025	Regular Meeting	6:30 PM
Monday, July 14, 2025	Regular Meeting	6:30 PM

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**ASSISTANT SUPERINTENDENT'S RECOMMENDATION**

**11. CONSENT:** Human Resources Department

**11.1.1. TOPIC:** Personnel Resignation

It is recommended. . . . .

**RECOMMENDATION:**

. . . . . that the Board of Education approves the resignation of the following employees:

Ashley Cullen	Math Teacher	Hermiston High School
Samantha Milligan	SpEd Assistant	Sunset Elementary
Asia Corey	SpEd Assistant	West Park Elementary
McKenna McGraw	SpEdl Assistant	Sandstone Middle School
Jamie Bartman	SpEd Assistant	West Park Elementary

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**ASSISTANT SUPERINTENDENT'S RECOMMENDATION**

**11.1. CONSENT:** Human Resources Department

**11.1.2. TOPIC:** Personnel Appointment

It is recommended. . . . .

**RECOMMENDATION:**

. . . . . that the Board of Education approves the appointment of the following employees:

Nicholas Ekblad	SpEd Teacher	Sandstone Middle School
Rebecca Greiner	Speech Lang. Pathol.	District Office
Nadia Monroy	Math Teacher	Hermiston High School
Chih-hui Virginia Le	Math Teacher	Hermiston High School
Brittany Allen	ELA Teacher	Armand Larive Middle School
Ivan Navarrete	TOSA Dean of Students	Loma Vista Elementary

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**ASSISTANT SUPERINTENDENT'S RECOMMENDATION**

**11. CONSENT:** Human Resources Department

**11.2. TOPIC:** Personnel Termination

It is recommended. . . . .

**RECOMMENDATION:**

. . . . . that the Board of Education approves the termination of the following employee:

Liliana Guerrero

SpEd Teacher

Sandstone Middle School

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**SUPERINTENDENT'S RECOMMENDATION**

**12.3. Business Office**

**12.3.1 TOPIC:** Acceptance of Gifts

It is recommended. . . . .

**RECOMMENDATION:**

. . . . . that the Board of Education accept the following gifts:

<b>School/Program</b>	<b>Gift</b>	<b>Value</b>	<b>Donor</b>
Highland Hills Elem.	Classroom Enrichment	\$1,730.99	Adams Oregon Enterprises, Inc
Sandstone Middle School	2024 April Payout	\$43.50	Box Tops for Edu.
Sandstone Middle School	General Use	\$159.20	American Online Giving Foundation



# Hermiston School District 8R

305 SW 11<sup>TH</sup> Street, Hermiston, Oregon 97838-2103  
Phone: (541) 667-6000 Fax: (541) 667-6050  
www.hermiston.k12.or.us

## APPLICATION FOR ACCEPTANCE OF GIFT

Unit to be presented with Gift/Donation: Highland Hills Elementary

Name of Donor: Adams Oregon Enterprises, Inc

Donor Address: 6515 W Clearwater, Suite 214, Kennewick, WA 99336

Donor Telephone Number: (509) 735-9311

Description of gift(s)/donation(s) including Serial #, purchase date, original purchase price and current cash value: McTeachers Night, \$1730.99

Purpose of gift/donation: Classroom enrichment

Signature of Donor: not available

Date: 05/20/2024

Authority to accept a gift, donation, emolument, favor, or gratuity to the School District is vested in the Board of Education. All such gifts shall become property of the School District.

Gifts will be considered for acceptance, with full District responsibility for maintenance, if they are of a type appearing on approved standard equipment lists or are closely related in instructional value.

Recommendation of Unit Administrator [Signature] Date: 5/20/24

Recommendation of Business Manager [Signature] Date: 5/23/2024

Recommendation of Superintendent [Signature] Date: 5/23/24

Action of the Board of Education: Accepted \_\_\_\_\_ Not Accepted \_\_\_\_\_

Secretary to the Board of Education \_\_\_\_\_ Date: \_\_\_\_\_



# Hermiston School District 8R

305 SW 11<sup>TH</sup> Street, Hermiston, Oregon 97838-2103  
Phone: (541) 667-6000 Fax: (541) 667-6050  
www.hermiston.k12.or.us

## APPLICATION FOR ACCEPTANCE OF GIFT

Unit to be presented with Gift/Donation: Sandstone Middle School

Name of Donor: Box Tops For Education

Donor Address: \_\_\_\_\_

Donor Telephone Number: \_\_\_\_\_

Description of gift(s)/donation(s) including Serial #, purchase date, original purchase price and current cash value: Check # 4877401 \$43.50

Purpose of gift/donation: 2024 April Payout

Signature of Donor: N/A

Date: \_\_\_\_\_

Authority to accept a gift, donation, emolument, favor, or gratuity to the School District is vested in the Board of Education. All such gifts shall become property of the School District.

Gifts will be considered for acceptance, with full District responsibility for maintenance, if they are of a type appearing on approved standard equipment lists or are closely related in instructional value.

Recommendation of Unit Administrator: [Signature] Date: 5/15/24

Recommendation of Business Manager: [Signature] Date: 5/23/2024

Recommendation of Superintendent: [Signature] Date: 5/24/24

Action of the Board of Education: Accepted  Not Accepted

Secretary to the Board of Education \_\_\_\_\_ Date: \_\_\_\_\_



# Hermiston School District 8R

305 SW 11<sup>TH</sup> Street, Hermiston, Oregon 97838-2103  
Phone: (541) 667-6000 Fax: (541) 667-6050  
www.hermiston.k12.or.us

## APPLICATION FOR ACCEPTANCE OF GIFT

Unit to be presented with Gift/Donation: Sandstone Middle School

Name of Donor: American Online Giving Foundation

Donor Address: 611 Meredith Rd NE #700 Calgary, AB T2E 2W5

Donor Telephone Number: \_\_\_\_\_

Description of gift(s)/donation(s) including Serial #, purchase date, original purchase price and current cash value: Check # 276810 \$159.20

Purpose of gift/donation: General Use

Signature of Donor: N/A

Date: \_\_\_\_\_

Authority to accept a gift, donation, emolument, favor, or gratuity to the School District is vested in the Board of Education. All such gifts shall become property of the School District.

Gifts will be considered for acceptance, with full District responsibility for maintenance, if they are of a type appearing on approved standard equipment lists or are closely related in instructional value.

Recommendation of Unit Administrator [Signature] Date: 5/15/24

Recommendation of Business Manager [Signature] Date: 5/23/2024

Recommendation of Superintendent [Signature] Date: 5/20/24

Action of the Board of Education: Accepted \_\_\_\_\_ Not Accepted \_\_\_\_\_

Secretary to the Board of Education \_\_\_\_\_ Date: \_\_\_\_\_

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**SUPERINTENDENT'S RECOMMENDATION**

**11. Consent Item**

**11.4.1. TOPIC:** Policy Review - First Reading

It is recommended. . . . .

**RECOMMENDATION:**

. . . . . that the Board of Education adopts the following policies:

AC	Nondiscrimination
BBF	Board Member Conduct
BCBA	Student Delegate to the Board
BCBA	Student Representative(s) on the Board
CB	Superintendent
CBC	Superintendent's Contract
CBG	Evaluation of the Superintendent
CCG	Evaluation of the Administrators
DJC	Bidding Requirements
DJC	Bidding Requirements ( <i>Version 2</i> )
DJC-AR	Special Procurements and Exemptions from Competitive Bidding ( <i>Version 2</i> )
DJC-AR	Exemptions form Competitive Bidding and Special Procurements ( <i>Version 2</i> )
DJCA	Personal Services Contracts
DJCA-AR	Personal Services Contracts
EBBA	First Aid**
EBBA	Student Health Services**
EBBA-AR	First Aid – Infection Control
EBBB	Injury/Illness Reports**
EBCA	Safety Threats**
EBCB	Emergency Procedure Drills and Instruction
GBEB	Communicable Diseases in Schools
GBEB-AR	Communicable Diseases in Schools
GBEBA	Staff – HIV, AIDS AND HBV
GBN/JBA	Sexual Harassment
GBNAB/JHFE	Reporting of Suspected Abuse of a Child
GBNAB/JHFE-AR(1)	Reporting of Suspected Abuse of a Child

GCDA/GDDA	Criminal Records Checks and Fingerprinting ( <i>Version 1</i> )
GCDA/GDDA	Criminal Records Checks and Fingerprinting ( <i>Version 2</i> )
GCDA/GDDA-AR	Criminal Records Checks and Fingerprinting
IGBAF	Special Education – Individualized Education Program (IEP)**
IGBAF-AR	Special Education – Individualized Education Program (IEP)**
IGBAG	Special Education – Procedural Safeguards**
JBA/GBN	Sexual Harassment
JBAA	Section 504 - Students
JBAA-AR	Section 504 - Students
JEA	Compulsory Attendance**
JEA-AR	Compulsory Attendance Notice and Citations**
JGA	Corporal Punishment
JGAB	Use of Restraint or Seclusion**
JGAB-AR	Use of Restraint or Seclusion
JHCA/JHCB	Immunization and School Sports Participation**
JHCC	Communicable Diseases - Students
JHCC-AR	Communicable Diseases - Students
JHCCA	Students – HIV, HBV, and AIDS**
JHCCF	Pediculosis (Head Lice) ( <i>Version 1</i> )
JHCCF-AR	Pediculosis (Head Lice)
JHFE/GBNAB	Reporting of Suspected Abuse of a Child
JHFE/GBNAB-AR(1)	Reporting of Suspected Abuse of a Child
KBA-AR	Public Records

# Hermiston School District 8R

Code: AC  
Adopted: 9/14/15  
Revised/Readopted: 7/10/17; 12/11/17; 10/14/19;  
1/24/22  
Orig. Code: AC

## Nondiscrimination

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race<sup>1</sup>, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

**[The Board directs the superintendent to designate the district's civil rights coordinator and make contact information available to staff, students and parents. {<sup>2</sup>}]**

The superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act and Americans with Disabilities Act Amendments Act (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments, and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district's administrative office and available on the home page of the district's website.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

---

<sup>1</sup> Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001.

<sup>2</sup> **{For additional information regarding civil rights coordinators and their responsibilities, see ORS 332.505(2).}**

## END OF POLICY

---

### Legal Reference(s):

<a href="#">ORS 174.100</a>	<a href="#">ORS 659A.003</a>	<a href="#">ORS 659A.321</a>
<a href="#">ORS 192.630</a>	<a href="#">ORS 659A.006</a>	<a href="#">ORS 659A.409</a>
<a href="#">ORS 326.051(1)(e)</a>	<a href="#">ORS 659A.009</a>	<a href="#">OAR 581-002-0001 – 002-0005</a>
<a href="#">ORS 332.505</a>	<a href="#">ORS 659A.029</a>	<a href="#">OAR 581-021-0045</a>
<a href="#">ORS 408.230</a>	<a href="#">ORS 659A.030</a>	<a href="#">OAR 581-021-0046</a>
<a href="#">ORS 659.805</a>	<a href="#">ORS 659A.040</a>	<a href="#">OAR 581-021-0047</a>
<a href="#">ORS 659.815</a>	<a href="#">ORS 659A.103 - 659A.145</a>	<a href="#">OAR 581-022-2310</a>
<a href="#">ORS 659.850 - 659.860</a>	<a href="#">ORS 659A.230 - 659A.233</a>	<a href="#">OAR 581-022-2370</a>
<a href="#">ORS 659.865</a>	<a href="#">ORS 659A.236</a>	<a href="#">OAR 839-003</a>
<a href="#">ORS 659A.001</a>	<a href="#">ORS 659A.309</a>	

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).

# Hermiston School District 8R

Code: **BBF**  
Adopted: 11/14/11  
Revised/Readopted: 7/10/17; 2/10/20  
Orig. Code: BBF

## Board Member Conduct

As Hermiston School Board Members we:

1. Comply with ethics laws for public officials;
2. Understand that the board sets the standards for the district through Board policy;
3. Do not manage the district on a day-to-day basis;
4. Understand that the board makes decisions by a quorum vote of the Board;
5. Recognize that individual board members may not commit the board to any action;
6. Respect the right of other board members to have opinions and ideas that differ;
7. Recognize that decisions are made by a quorum vote are the final decisions of the Board. Such decisions should be supported by all Board members;
8. Make decisions only after the facts are presented and discussed;
9. Understand the chain of command and refer problems or complaints to the proper administrative office;
10. Recognize that the Board must comply with the Public Meetings Law and has authority to make decisions only at properly noticed Board meetings;
11. Insist that all board and district business is ethical and honest - we have no hidden agenda.
12. Understand that Board members will receive confidential information that cannot be shared;
13. Recognize the superintendent is the Board's employee and designated as the chief executive officer of the district;
14. Take action only after hearing the superintendent's recommendations;
15. Refuse to use Board membership for personal or family gain or prestige and announce conflicts of interest before Board action is taken;
16. Refuse to bring personal or family problems into Board considerations;
17. Give district staff the respect and consideration due to skilled, professional employees;

18. Present personal criticism of district operations to the superintendent, not to district staff or to a Board meeting;
19. Respect the right of the public to attend and observe Board meetings;
20. Respect the right of the public to be informed about district decisions and school operations as allowed by law;
21. Remember that content discussed in executive session is confidential;
22. Will utilize social media, websites, or other electronic communication judiciously, respectfully, and in a manner that does not violate Oregon's Public Meetings laws;
23. When posting online or to social media, Board members will treat and refer to other Board members, staff, students and the public with respect, and will not post confidential information about students, staff or district business;
24. A Board member is a mandatory reporter of child abuse. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately make ~~an oral report by telephone or otherwise~~ to the ~~local~~ Department of Human Services (DHS)<sup>[1]</sup> or, ~~to the designee of the department or to a local~~ law enforcement within the county where the person making the report is located at the time of contact.

END OF POLICY

---

**Legal Reference(s):**

[ORS 162.015 - 162.035](#)  
[ORS 162.405 - 162.425](#)  
[ORS 192.610 - 192.710](#)

[ORS 244.040](#)  
[ORS Chapter 244](#)  
[ORS 332.055](#)

[ORS 419B.005](#)  
[ORS 419B.010](#)  
[ORS 419B.015](#)

---

<sup>1</sup> [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

# Hermiston School District 8R

Code: BCBA  
Adopted: 10/02/07  
Revised/Readopted: 7/10/17  
Orig. Code: BCBA

## Student Delegate to the Board

The Board shall make efforts to keep in touch with student opinions, especially those arising from the Hermiston Senior High School student government.

At its discretion, the Board may ask the Associated Student Body of Hermiston Senior High School to elect or appoint a student delegate to the Board.

The student delegate will be invited to participate in all regular and special meetings. ~~Said delegate will have a designated seat within the public seating area and be permitted to give regular reports to the Board.~~ The student delegate will not participate in matters that are closed to the general public (e.g., executive sessions).

END OF POLICY

---

### Legal Reference(s):

[ORS 332.107](#)

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 (2023).



# Hermiston School District 8R

Code: CB  
Adopted: 1/04/05  
Revised/Readopted: 7/10/17; 11/14/22  
Orig. Code: CB

## Superintendent

The superintendent<sup>1</sup> is designated as the district's chief executive officer. Under the Board's direction, the superintendent exercises general supervision of all district schools, personnel and departments. The superintendent is responsible for managing the schools under the Board's policies and is accountable to the Board for that management.

The Board may not direct the superintendent to take any action that conflicts with a local, state or federal law<sup>2</sup> that applies to school districts<sup>3</sup> unless local , state, and/or federal law conflict with each other.

The superintendent may delegate to other district personnel any powers and duties imposed upon the superintendent by Board policies or by vote of the Board. Delegation of power or duty will not relieve the superintendent of responsibility for action taken under such delegation.

END OF POLICY

---

### Legal Reference(s):

[ORS 332.505](#)  
[ORS 332.515](#)

[OAR 581-022-2405](#)  
[OAR 584-005-0005\(51\)](#)

---

<sup>1</sup> The term "superintendent" includes an interim superintendent.

<sup>2</sup> "Local, state or federal law" means a local, state or federal directive having the force of law, including an ordinance, a city or county resolution, a statute, a court decision, an administrative rule or regulation, an order issued in compliance with ORS Chapter 183, an executive order or any other directive, declaration or statement that is issued in compliance with the law as having the force of law and that is issued by a local government as defined in ORS 174.116, the state government as defined in ORS 174.111 or the federal government.

~~<sup>3</sup> Also includes taking any action that conflicts with law that applies to education service districts.~~



# Hermiston School District 8R

Code: CBC  
Adopted: 1/08/08  
Revised/Readopted: 7/10/17  
Orig. Code: CBC

## Superintendent's Contract

The superintendent, upon appointment by the Board, will receive a written contract which will state the terms of employment such as compensation, benefits and other conditions. The Board may not issue a contract that includes terms which direct the superintendent<sup>1</sup> to take any action that conflicts with a local, state or federal law<sup>2</sup> that applies to the district<sup>3</sup>, or which allows the Board to take an adverse employment action against the superintendent for complying with such laws. Contracts shall not be issued for more than three years in duration. The contract shall automatically expire at the end of its term. The Board may elect to issue a subsequent contract at any time for up to three years.

The compensation and benefits for the position of superintendent will be fixed by the Board and based upon the responsibilities required of the superintendent in performing their duties. The Board may not enter into an employment contract that contains provisions that expressly obligate the district to compensate the superintendent for work that is not performed.

Provisions for termination of the superintendent's employment, either by the Board or the superintendent, will also be set forth in the superintendent's employment contract. The employment contract, if it includes a mutually agreed to termination-without-cause provision by the Board, will include a 12-month notice of termination for such provision.

~~[The district may provide health benefits for a superintendent that is no longer employed by the district until the superintendent:~~

- ~~1. Reaches 65 years of age; or~~
- ~~2. Finds new employment that provides health benefits.]~~

For a period of one year after termination of the contract, the superintendent may not:

1. Purchase property or surplus property owned by the district or public charter school; or
2. Use property owned by the district or public charter school in a manner other than the manner permitted for the general public.

END OF POLICY

---

<sup>1</sup> The term "superintendent" includes an interim superintendent.

<sup>2</sup> "Local, state or federal law" means a local, state or federal directive having the force of law, including an ordinance, a city or county resolution, a statute, a court decision, an administrative rule or regulation, an order issued in compliance with ORS Chapter 183, an executive order or any other directive, declaration or statement that is issued in compliance with the law as having the force of law and that is issued by a local government as defined in ORS 174.116, the state government as defined in ORS 174.111 or the federal government.

~~<sup>3</sup> Also includes taking any action that conflicts with law that applies to education services districts.~~

**Legal Reference(s):**

[ORS 332.432](#)  
[ORS 332.505](#)

[ORS 342.549](#)  
[ORS 342.815](#)

[OAR 584-005-0005\(51\)](#)

# Hermiston School District 8R

Code: CBG  
Adopted: 1/04/05  
Revised/Readopted: 7/10/17  
Orig. Code: CBG

## Evaluation of the Superintendent

~~An annual evaluation of the superintendent will be developed in a manner designated by the Board chairperson and will be discussed in an appropriate conference with the superintendent at the January Board meeting.~~ The Board will formally evaluate the superintendent's job performance at least once each year. The evaluation will be based on the administrative superintendent's job description, any applicable standards of performance, Board policy and progress in attaining any goals for the year established by the superintendent and/or the Board.

Additional criteria for the evaluation, if any, will be developed at a public ~~board~~Board meeting prior to conducting the evaluation. The superintendent will be notified of the additional criteria prior to the evaluation.

The Board's discussion and conferences with and about the superintendent and ~~their~~his/her performance will be conducted in an executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any district goal, objective or operation. Results of the evaluation will be written by the Board chairperson or designee and placed in the superintendent's personnel file.

At the Board's discretion, it may notify the superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent's performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent pursuant to Board policy, the superintendent's employment contract and state law and rules. In those situations where the superintendent's employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedent over this policy.

END OF POLICY

---

### Legal Reference(s):

[ORS 192.660\(2\), \(8\)](#)  
[ORS 332.107](#)

[ORS 332.505](#)

[OAR 581-022-2405](#)

Hanson v. Culver Sch. Dist. (FDAB 1975).



# Hermiston School District 8R

Code: CCG  
Adopted: 11/12/13  
Revised/Readopted: 7/10/17; 12/11/17  
Orig. Code: CCG

## Evaluation of Administrators

The superintendent will implement and supervise an evaluation system for administrators. The purpose of administrator evaluations is to assist an administrator with developing and strengthening ~~administrators to develop and strengthen their~~ professional abilities, to improve the instructional program and management of the school system, and for supervisors to make recommendations regarding their employment and/or salary status.

~~Evaluation and support systems established by the district must evaluate administrators on a regular cycle.~~ [A formal evaluation will be conducted ~~regularly~~ [at least once each year].]

The evaluation shall be conducted according to the following guidelines:

1. Evaluative criteria for each position will be in written form and made available to the administrator;
2. Evaluations will be made by the superintendent and/or a qualified, licensed designee;
3. Evaluations will be in writing and discussed with the administrator by the person who conducts the evaluation; and
4. The administrator being evaluated will have the right to attach a memorandum to the written evaluation, and have the right of appeal through established grievance procedures, if applicable.

An administrator's evaluation ~~Administrators' evaluations~~ shall use the following educational leadership-administrator standards<sup>1</sup> adopted by the State Board of Education.

1. Visionary leadership;
2. Instructional improvement;
3. Effective management;
4. Inclusive practice;
5. Ethical leadership; and
6. Socio-political context.

---

<sup>1</sup> These standards are aligned with the Interstate School Leaders Licensure Consortium (ISLLC) and the Educational Leadership Constituents Council (ELCC) standards for Education Leadership.

Administrator evaluations shall be based on the core administrator standards adopted by the Oregon State Board of Education. The standards shall be customized based on collaborative efforts with the administrators and any exclusive bargaining representative of the administration.

Local evaluation and support systems established by the district for administrators must be designed to meet or exceed the requirements defined in the Oregon Framework for Teacher and Administrator Evaluation and Support Systems, including:

1. Four performance level ratings of effectiveness;
2. Consideration of multiple measures of administrator practice and responsibility which may include, but are not limited to:
  - a. Classroom-based assessments including observations, lesson plans and assignments;
  - b. Portfolios of evidence;
  - c. Supervisor reports; and
  - d. Self-reflections and assessments.
3. Consideration of evidence of student academic growth and learning based on multiple measures of student progress including performance data of students, schools and districts that is both formative and summative. Evidence may also include other indicators of student success;
4. A summative evaluation method for considering multiple measures of professional practice, professional responsibilities, and student learning and growth to determine the administrator's professional growth path;
5. Customized by the district, which may include individualized weighting and application of the standards.

An evaluation using the administrator standards must attempt to:

1. Strengthen the knowledge, skills, disposition and administrative practices of ~~the administrator~~ administrators;
2. Refine the support, assistance and professional growth opportunities offered to ~~the~~an administrator, based on the individual needs of the administrator and the needs of the students, the school and the district;
3. Allow the administrator to establish a set of administrative practices and student learning objectives that are based on the individual circumstances of the administrator, including other assignments of the administrator;
4. Establish a formative growth process for each administrator that supports professional learning and collaboration with other ~~teachers and~~ administrators;
5. Use evaluation methods and professional development, support and other activities that are based on curricular standards and are targeted to the needs of the administrator; and
6. Address ways to help all educators strengthen their culturally responsive practices.

~~The administrative evaluation system will also include provisions for initiating dismissal, contract nonextension or demotion procedures if the need for such procedures is indicated.~~

The superintendent shall regularly report to the Board on the implementation of the evaluation and support systems and educator effectiveness.

### **[Central Office Administrators**

Job descriptions for central office administrators will be maintained and may be reviewed and/or changed by direction of the superintendent and/or Board. An annual evaluation of central office administrators will be conducted by the superintendent and recommendations presented to the Board at its February meeting.]

END OF POLICY

---

#### **Legal Reference(s):**

[ORS 192.660\(2\),\(8\)](#)  
[ORS 332.505](#)  
[ORS 342.120](#)

[ORS 342.815](#)  
[ORS 342.850](#)  
[ORS 342.856](#)  
[OAR 581-022-2405](#)

[OAR 581-022-2410](#)  
[OAR 581-022-2420](#)

Hanson v. Culver Sch. Dist. (FDAB 1975).



# Hermiston School District 8R

Code: DJC  
Adopted: 12/09/13  
Revised/Readopted: 7/10/17; 1/24/22  
Orig. Code: DJC

## Bidding Requirements (Version 1)

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

The Board, acting as its own LCRB, adopts<sup>1</sup> the *Oregon Attorney General's Model Public Contract Rules*, Oregon Administrative Rule (OAR) Chapter 137, Divisions 046 through 049.

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

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

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

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

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

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

END OF POLICY

---

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

---

**Legal Reference(s):**

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

[ORS Chapter 279C](#)  
[ORS 670.600](#)  
[OAR Chapter 125](#), Divisions 246 - 249

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

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

**Cross Reference(s):**

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

L

E

T

E

# Hermiston School District 8R

Code: DJC  
Adopted:  
Orig. Code(s): DJC

## Bidding Requirements

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

~~OR~~

~~{The Board is the Local Contract Review Board (LCRB) for the district. The LCRB has adopted its own rules of procedure that will govern district purchasing.<sup>3</sup> Consequently, the model rules<sup>4</sup> adopted by the Attorney General shall not apply to the district. The district shall review its rules each time the Attorney General adopts a modification of the model rules to determine whether any modifications need to be made to district rules, as required by ORS 279A.065(6)(b). New rules, as necessary, shall be adopted by the LCRB. In the event it is unnecessary to adopt new rules, Board minutes will reflect that the review process was completed as required.}~~

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

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

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

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

## Goods and Services

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

1. Small Procurement. For purchases of goods and services with a contract price not exceeding \$25,000, the district can use any manner deemed practical or convenient, including direct selection

---

<sup>1</sup> Oregon Administrative Rules (OAR) 137-045 - 049

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

<sup>3</sup> ~~{The district should insert date of adoption of such rules and their location here and remove brackets.}~~

<sup>4</sup> ~~Oregon Administrative Rules (OAR) 137-045-049~~

or award. Amendments to a contract awarded through small procurement must be in accordance with OAR 137-047-0800.

2. Intermediate Procurement. For purchases of goods and services with a contract price exceeding \$25,000, but not exceeding \$250,000, the district shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The district will keep record of the request and quotes. If three quotes are not reasonably available, fewer will suffice, but the district will make a written record of the effort made. The district may negotiate with a prospective contractor to clarify the quote or offer, or to effect modifications. Amendments to a contract awarded through intermediate procurement must be in accordance with OAR 137-047-0800.
3. Regular Procurement. For purchases exceeding \$250,000, the district will use competitive sealed bids (OAR 137-047-0255) or competitive sealed proposals (OAR 137-047-0260). Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-047-0800.
4. Emergency Procurements. In situations of emergency<sup>5</sup>, the LCRB or designee may authorize an emergency procurement. In an emergency procurement, the district is not required to follow general procurement requirements. The district must ensure competition for the contract that is reasonable and appropriate under the circumstances. The district must document the nature of the emergency and the method used for the selection of the contractor.
5. Sole-source Procurements. If the LCRB or designee determines that the goods or services are available from only one source, the district may award a contract without competition. To the extent reasonably practicable, the district shall negotiate with the sole source to obtain contract terms that are advantageous to the district. The determination of sole source must be based on written findings and may include:
  - a. That the efficient utilization of existing goods requires acquiring compatible goods or services;
  - b. That the goods or services required to exchange software or data with other public or private agencies are available from only one source;
  - c. That the goods or services are for use in a pilot or experimental project; or
  - d. Other findings that support the conclusion that the goods or services are available from only one source.<sup>6</sup>
6. Special Procurements. "Special procurement" means a contract or class of contracts that use a contracting procedure other than competitive sealed proposals, competitive sealed bidding, small procurement or intermediate procurement. Special procurements require LCRB approval and will be conducted in accordance with ORS 279B.085, OAR 137-047-0285, and this policy and

---

<sup>5</sup> "Emergency" means circumstances that:

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

<sup>6</sup> If the contract does not exceed \$250,000, using intermediate procurement is likely less burdensome than sole source.

7. Personal Services Contracts. “Personal services contract,” as used in this policy, means a contract whose primary purpose is to acquire specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.<sup>8</sup> Unless otherwise designated by the LCRB, personal services contracts will be procured in accordance with applicable procurement laws. The LCRB may designate certain service contracts or classes of service contracts as personal services contracts and exempt them from competitive bidding.<sup>{9}</sup> All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price. Personal service contractors may be required to qualify as independent contractors in accordance with applicable laws.<sup>10</sup>

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

### Public Improvements

“Public improvement” means a project for construction, reconstruction or major renovation on real property by or for the district.<sup>11</sup> The district will contract for public improvements using the following procedures, unless an exception applies.

1. Public improvements contracts with a value of less than \$25,000 are exempt from competitive bidding.
2. Intermediate Procurements. For public improvement contracts not exceeding \$100,000, the district may utilize three quotes<sup>12</sup>:

---

<sup>7</sup> {If the LCRB has designated contracts or classes of contracts as special procurements, include this information along with reference to the LCRB action.}

<sup>8</sup> This includes, but is not limited to, contracts for the services of an accountant, physician or dentist, educator, consultant (including a provider under an Architectural and Engineering Service Contract), broadcaster, or artist (including a photographer, filmmaker, painter, weaver or sculptor (OAR 137-045-0010(19)). Also includes architectural, engineering, photogrammatic mapping, transportation planning or land surveying services procured under ORS 279C.105 (ORS 279C.100) and related services procured under ORS 279C.120 (ORS 279C.100(5)).

<sup>9</sup> {If the LCRB has designated contracts or classes of contracts as personal services contracts, include this information along with reference to the LCRB action.}

<sup>10</sup> See ORS 670.600 and OAR 459-005-0020.

<sup>11</sup> Public improvement does not include:

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

<sup>12</sup> If three quotes are not reasonably available, the district shall make a written record of the effort made to obtain these quotes.

- a. The request for the quotes shall be in writing (unless not reasonably practicable)<sup>13</sup>;
- b. The request for quotes shall include the selection criteria and if the criteria are not of equal value, their relative value or ranking.

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

3. Regular Procurements. For purchases exceeding \$100,000, the district will use invitation to bid or request for proposals except as otherwise allowed by law. See OAR 137-049-0130 and OAR 137-049-0640. Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-049-0910.
4. Emergency Procurements. Emergency contracts for construction services are not considered public improvement contracts and will be procured in accordance with OAR 137-049-0140 and OAR 137-049-0150.
5. Community Benefit Contracts. “Community benefit contract” means a public improvement contract that includes, but is not limited to, terms and conditions that require the contractor to:
  - a. Qualify as a training agent, as defined in ORS 660.010, or provide apprenticeship training that meets applicable federal and state standards for apprenticeship training;
  - b. Employ apprentices to perform a specified percentage of work hours that workers in apprenticeable occupations perform on the community benefit project;
  - c. Provide employer -paid family health insurance; and
  - d. Meet any other requirements that the LCRB sets forth.

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

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

END OF POLICY

---

**Legal Reference(s):**

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

[ORS Chapter 279C](#)  
[ORS 670.600](#)

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

---

<sup>13</sup> For Public Works Contracts, oral quotations may only be utilized in the event that written copies of prevailing wage rates are not required by the Bureau of Labor and Industries.

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

[OAR 459-005-0020](#)

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



# Hermiston School District 8R

Code: DJC-AR  
Revised/Reviewed: 1/11/16; 7/10/17  
Orig. Code: DJC-AR

## Special Procurements and Exemptions from Competitive Bidding (Version 2)

### *SPECIAL PROCUREMENTS*

The district shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB), that describes the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement and circumstances that justify the use of a special procurement under the standards as follows: the special procurement is unlikely to encourage favoritism in the awarding of public contract or to substantially diminish competition for public contracts and, (A) is reasonably expected to result in substantial cost savings to the district or to the public, or (B) otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under Oregon Revised Statute (ORS) 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district. When the LCRB approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

1. Brand Names or Products, "Or Equal," Single Seller and Sole Source
  - a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
  - b. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
  - c. The district may specify a particular brand name or equal specification may be used when the use of a brand name or equal specification is advantageous to the district, because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the district.
    - (1) The district is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final;
    - (2) The district is not prohibited from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the district;
    - (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

D

- (a) The use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
  - (b) Specification of the brand name, mark or product would result in cost savings to the district; or
  - (c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
  - (d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.
- d. The district may award a contract for goods or services without competition when the LCRB determines in writing that the goods or services, or the class of goods or services, are available from only one source. The determination of source must be based upon written findings that shall include:
- (1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
  - (2) Description of the product or service to be purchased; and
  - (3) The reasons the district is seeking this procurement method, which shall include any of the following:
    - (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or
    - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source; or
    - (c) That the goods or services are for use in a pilot or an experimental project; or
    - (d) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.
- e. The district may specify a product or service available from only one manufacturer but available through multiple sellers after complying with subsection c. above documenting the procurement file with the following information:
- (1) If the total purchase is over \$10,000 but does not exceed \$150,000, and a comparable product or service is not available under an existing Mandatory Use Contract, the district must obtain informal competitive quotes, bids, or proposals and document this process in the procurement file;
  - (2) If the purchase does not exceed \$150,000, and the supplies or services are not available under an existing price agreement for information technology with competing products or Mandatory Use Contract, the district must first request and obtain prior written authorization from the LCRB to proceed with the acquisition.
- f. If the district intends to make several purchases of brand name-specific supplies and services from a particular manufacturer or seller for a period not to exceed five years, the district must so state this information in the procurement file and in the solicitation document, if any, or a public notice of a solicitation. If the total purchase amount is estimated to exceed \$150,000, this shall be stated in the advertisement for bids or proposals.

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

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

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings to the district which could not be realized under ORS 279B.055, 279B.060, 279B.065, or 279B.070 as required by ORS 279B.085(4).

Public notice of the approval must be given in the same manner as provided in ORS 279B.055(4).

This rule requires the districts to make a good faith effort to determine that no other sources are available for the specified products.

The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis.

The awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.

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

### 2. Advertising Contracts, Purchase of

- a. The district may purchase advertising in any media, regardless of dollar amount, without competitive bidding.
- b. The Board acting as the LCRB of the district must use competitive methods whenever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.
- c. If the anticipated purchase exceeds \$10,000 and a competitive method is used, the district must post notice on the Oregon Procurement Information Network (ORPIN).

### Findings of Fact

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

- a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;
- b. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
- c. Cost savings are difficult to quantify where the sources are unique and not interchangeable;

- d. Advertisements may be placed to satisfy legal notice or Board policy requirements;
- e. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;
- f. The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities;
- g. It is unknown whether contracts for advertisements placed with radio, television or other broadcast media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.

**Conclusion of Compliance with Law**

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

3. Advertising Contracts, Sale of

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

**Findings of Fact**

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. The circulation of the newspaper and yearbook is limited to the students, teachers, parents and interested members of the community associated with the activities of that particular school. Due to the limited circulation and audience, the businesses that participate by purchasing advertising do so partly in the spirit of good will. Any business is welcome to place an advertisement in the school newspaper or yearbook; all it needs to do is to contact any school or school department which publishes one. The district itself would not achieve any increased revenue to the General Fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

**Conclusion of Compliance with Law**

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

- a. The sale of advertising for student activities such as school newspapers, yearbooks, athletic, drama or music programs would not benefit from competitive procurement.

Such a requirement would place an unnecessary burden on the student group's activity and there is no financial advantage to the district in doing so. Consequently, the cost savings test is not an issue.

4. **D** Equipment Repair and Overhaul

a. The district may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:

- (1) Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
- (2) Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and
- (3) The purchase is made within the limits and pursuant to the methods in subsection b. of this rule.

b. The following limitations apply to this rule:

- (1) If the contract is less than or equal to \$150,000, the school or department shall submit in writing to the superintendent or designee the reasons why competitive bids or quotes are deemed to be impractical. The superintendent or designee will accordingly document in its procurement file and may enter directly into the contract;
- (2) If the school or department official thinks the contract may exceed \$150,000, he/she shall submit in writing to the superintendent or designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by an special procurement. The superintendent or designee may prepare a specific request for the anticipated contract to be obtained through special procurement procedures to submit to the LCRB for approval.

**Findings of Fact**

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

## Conclusion of Compliance with Law

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

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

### 5. Copyrighted Materials

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

### Findings of Fact

- a. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.
- b. Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or his/her licensee. Textbooks/Instructional materials are examples of copyrighted materials that the district purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.
  - (1) The district purchases its textbooks/instructional materials through the Northwest Textbook Depository. This practice enables the regional textbook depository to purchase and warehouse textbooks/instructional materials in conformance with adoptions made in the states of their region. The result is that savings are achieved through the depository's combined purchases on behalf of member districts. Freight costs for individual districts are reduced by the bulk purchases of the depository and the depository takes on the cost of stocking and warehousing enough to meet each member district's needs.
  - (2) The system of textbook/instructional materials distribution enables the district to participate in the largest possible bulk purchasing activity of adopted textbooks/instructional materials in the region. This ensures a cost savings to the district a savings that would be jeopardized if the district was to act as an individual purchaser.

## Conclusion of Compliance with Law

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

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

### 6. Product Prequalification

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
  - (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
  - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district business manager to request review and reconsideration of the denial.

### Findings of Fact

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

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

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

- b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
- c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
- d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
- e. Subsection b., of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

### **Conclusion of Compliance with Law**

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

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

## 7. Requirements Contracts (Blanket Purchase Orders, Price Agreements)<sup>1</sup>

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

### Findings of Fact

- a. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
- b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.
- c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.

---

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

- d. The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.
- e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

#### **Conclusion of Compliance with Law**

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

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

- 8. Used Personal Property or Equipment, Purchase:<sup>2</sup>
  - a. Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of district purchase. Used personal property or equipment generally does not include property or equipment if the district was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.
  - b. For purchases of used personal property or equipment costing less than or equal to \$150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.
  - c. For purchases of used personal property or equipment totaling \$150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

---

<sup>2</sup>When contracting with another governmental entity, a district has a statutory exception under ORS 279A.025. The district may purchase state/federal surplus property through the Department of Administrative Services, State Services Division for Surplus Property. For more information on this program, contact DAS at 503-378-4714.

## Findings of Fact

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

## Conclusion of Compliance with Law

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

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

## 9. Information Technology Contracts

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

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

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

## **D Findings of Fact**

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

## **L Conclusion of Compliance with Law**

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

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

## **10. Telecommunications Systems - Hardware and Software Contracts**

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

b. The telecommunications solicitation authorized in subsection 10.a.(1) of these rules shall:

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

### Findings of Fact

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

### Conclusion of Compliance with Law

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

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

## 11. Telecommunications Services

- a. The district shall secure the most competitive, cost-effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs.

The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this rule.

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

b. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:

- (1) The extent to which alternative providers exist in the relevant geographic and service market; the greater area of Umatilla County;
- (2) The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;
- (3) The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting district liability. For example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as an RFP.

c. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements.

### **Findings of Fact**

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

- e. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure needed services from the sole source.

### **Conclusion of Compliance with Law**

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

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

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

## 12. Hazardous Material Removal; Oil Cleanup

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

Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in Board policy with this administrative regulation.

## **D** Findings of Fact

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

## **L** Conclusions of Compliance with Law

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

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

## 13. Renegotiation of Existing Contracts with Incumbent Contractors

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

## Findings of Fact

a. The LCRB may amend contracts when it is in the best interest of the district . The superintendent and/or other designee, acting on behalf of the LCRB, may renegotiate certain provisions, including:

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

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

- b. The amended terms must be within a reasonable scope of the original contract, but not fundamentally alter the agreement or nature of goods or services. Districts may, however, request functionally equivalent substitutes for goods or services in the original contract.
- c. The contract as a whole must be more favorable to the individual needs of the district to justify renegotiation. Cost may be a factor in determining what is a favorable change to the original contract, but the district may use factors other than cost that demonstrate that the amended contract is more favorable to the unique needs of the district.

## Conclusion of Compliance with Law

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

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

## ***EXEMPTIONS FROM COMPETITIVE BIDDING***

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

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

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

In approving a finding under this section, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

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

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

Promulgation of these exemptions can only occur after public notification and a public hearing to receive testimony pertaining to the draft exemptions and findings, pursuant to ORS 279C.335.

15. **D** Brand Names or Products, "Or Equal," Single Seller and Sole Source

- a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
- b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this exemption.
- c. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections d. and e. of this rule.
- d. The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar language if there is no other practical method of specification after documenting the procurement file with the following:
  - (1) A brief description of the solicitation(s) to be covered, including contemplated future purchases;
  - (2) Description of the brand name, mark or product to be specified; and
  - (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:
    - (a) The use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
    - (b) Specification of the brand name, mark or product would result in substantial cost savings to the district; or
    - (c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
    - (d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.
  - (4) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.
- e. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:
  - (1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
  - (2) Description of the product or service to be purchased; and
  - (3) The reasons the district is seeking this procurement method, which shall include any of the following:

D

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

#### **Findings of Fact/Conclusion of Compliance with Law**

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

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

#### 16. Product Prequalification

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:

D

- (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
  - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. The district has determined that special expertise required, generally, does not apply to this rule.
  - c. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district business manager to request review and reconsideration of the denial.

**Findings of Fact**

- a. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.
  - (1) Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.
  - (2) In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.
- b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.

- c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
- d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
- e. Subsection c. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

### **Conclusion of Compliance with Law**

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

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

### 17. Requirements Contracts (Blanket Purchase Orders, Price)<sup>3</sup>

- a. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.
- b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this exemption.
- c. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is let by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.

---

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

- d. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.

**D** Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent or designee.

- e. Under the authority of ORS 279A.025 and 279C.335, the district may use the requirements contract entered into by another Oregon public agency when:
  - (1) The original contract met the requirements of the public contracting code; and
  - (2) The original contract allows other public agency usage of the contract; and
  - (3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
- f. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

### **Findings of Fact**

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

### **Conclusion of Compliance with Law**

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

The awarding of district requirements contracts will likely result in a substantial cost savings and other substantial benefits to the district, as required by ORS 279C.335 (2)(b).

It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

18. **Waiver of Bid Security Requirements (Public Improvement Contracts under \$100,000)**

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

**Findings of Fact/Conclusion of Compliance with Law**

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

19. **Waiver of Performance and Payment Security Requirements (Public Improvement Contracts under \$100,000)**

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

**Findings of Fact/Conclusion of Compliance with Law**

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

20. **Projects with Complex Systems or Components**

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

## Finding of Fact/Conclusion of Compliance with the Law

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

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

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

E

T

E



# Hermiston School District 8R

Code: DJC-AR  
Revised/Reviewed:  
Orig. Code(s): DJC-AR

## Exemptions from Competitive Bidding and Special Procurements

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

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

### SPECIAL PROCUREMENTS FOR GOODS AND SERVICES

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

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

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

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

---

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

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

### **Brand Names or Equal<sup>2</sup>**

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

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

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

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

### **Advertising Contracts, Purchase of<sup>4</sup>**

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

---

<sup>2</sup> For additional guidance, see OAR 125-247-0691.

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

<sup>4</sup> See OAR 125-247-0288(5) for additional guidance.

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

### **Advertising Contracts, Sale of**

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

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

### **Equipment Repair and Overhaul<sup>5</sup>**

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

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

### **Copyrighted Materials**

---

<sup>5</sup> For additional guidance, see OAR 127-247-0288(6).

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

### **Used Personal Property or Equipment, Purchase<sup>6</sup>**

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

### **Information Technology and Telecommunication Contracts<sup>7</sup>**

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

### **Renegotiation of Existing Contracts with Incumbent Contractors**

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

### **EXEMPTIONS FOR PUBLIC IMPROVEMENT CONTRACTS**

Oregon law<sup>8</sup> allows for exceptions to competitive bidding for public improvement contracts or classes of contracts when the LCRB approves findings that:

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

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

---

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

<sup>7</sup> For additional guidance, see OAR 127-247-0185.

<sup>8</sup> See ORS 279C.335.

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

In granting this exemption, the LCRB shall:

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

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

---

<sup>9</sup> The district may hold a hearing even if there is no written request.

# Hermiston School District 8R

Code: **DJCA**  
Adopted: 3/07/06  
Revised/Readopted: 7/10/17

## Personal Services Contracts

The district may enter into personal services contracts with qualified professionals as provided by ORS 279A.055. Personal services contracts, as used in this policy, means contracts for specialized skills, knowledge and resources in the application of highly technical or scientific expertise or the exercise of professional, artistic or management discretion or judgment. The district may enter into a personal services contract with a current district employee only when the individual meets independent contractor status in accordance with state, Public Employees Retirement System (PERS) and Internal Revenue Service (IRS) requirements.

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

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

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

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

END OF POLICY

---

### Legal Reference(s):

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

[ORS 332.107](#)  
[ORS 670.600](#)

[OAR 459-010-0030](#)

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

### Cross Reference(s):

DJC - Bidding Requirements



# Hermiston School District 8R

Code: DJCA-AR  
Revised/Reviewed: 7/10/17



## Personal Services Contracts

### 1. Personal Services Contracts Defined

- a. Personal services contracts include, but are not limited to: a contract or member of a class of contracts, that the local contracting agency's Local Contract Review Board (LCRB) has designated as a personal services contract pursuant to Oregon Revised Statute (ORS) 279A.055. Personal services include but are not limited to the following:
- (1) Contracts for services performed as an independent contractor in a professional capacity (e.g., services of an accountant, attorney, data processing consultant, etc.);
  - (2) Contracts for services as an artist in the performing or fine arts (e.g., photographer, painter, etc.);
  - (3) Contracts for services that are specialized, creative and research oriented;
  - (4) Contracts for services as a consultant;
  - (5) Contracts for educational consulting services.
- b. Personal services contracts may include: (1) public contracts for architectural, engineering and land surveying and related services, or (2) other public contracts for nonconstruction services.

### 2. Eligibility

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

State requirements<sup>1</sup>:

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

PERS requirements:

<sup>1</sup> See ORS 670.600 for complete listing.

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

- a. **D** Instructions. An employee must comply with instructions about when, where and how to work. Even if no instructions are given, the control factor is present if the employer has the right to control how the work results are achieved;
- b. Training. An employee may be trained to perform services in a particular manner. Independent contractors ordinarily use their own methods and receive no training from the purchasers of their services;
- c. **E** Integration. An employee's services are usually integrated into the business operations because the services are important to the success or continuation of the business. This shows that the employee is subject to direction and control;
- d. Services rendered personally. An employee renders services personally. This shows that the employer is interested in the methods as well as the results;
- e. Hiring, supervising and paying assistants. An employee works for an employer who hires, supervises and pays workers. An independent contractor can hire, supervise and pay assistants under a contract that requires him/her to provide materials and labor and to be responsible only for the result;
- f. Continuing relationship. An employee generally has a continuing relationship with an employer. A continuing relationship may exist even if work is performed at recurring although irregular intervals;
- g. Set hours of work. An employee usually has set hours of work established by an employer. An independent contractor generally can set his/her own work hours;
- h. Full-time required. An employee may be required to work or be available full-time. This indicates control by the employer. An independent contractor can work when and for whom he/she chooses;
- i. Doing work on employer's premises. An employee usually works on the premises of an employer, or works on a route or at a location designated by an employer;
- j. Order or sequence set. An employee may be required to perform services in the order or sequence set by an employer. This shows that the employee is subject to direction and control;
- k. Oral or written reports. An employee may be required to submit reports to an employer. This shows that the employer maintains a degree of control;
- l. Payment by hour, week, month. An employee is generally paid by the hour, week or month. An independent contractor is usually paid by the job or on a straight commission;
- m. Payment of business and/or traveling expenses. An employee's business and travel expenses are generally paid by an employer. This shows that the employee is subject to regulation and control;
- n. Furnishing of tools and materials. An employee is normally furnished significant tools, materials and other equipment by an employer;
- o. Significant investment. An independent contractor has a significant investment in the facilities he/she uses in performing services for someone else;
- p. Realization of profit or loss. An independent contractor can make a profit or suffer a loss;
- q. Working for more than one employer at a time. An independent contractor is generally free to provide his/her services to two or more unrelated persons or firms at the same time;
- r. Making service available to general public. An independent contractor makes his/her services available to the general public;
- s. Right to discharge. An employee can be fired by an employer. An independent contractor cannot be fired so long as he/she produces a result that meets the specifications of the contract;

- t. Right to terminate. An employee can quit his/her job at any time without incurring liability. An independent contractor usually agrees to complete a specific job and is responsible for its satisfactory completion, or is legally obligated to make good for failure to complete it.

**D** IRS requirements:

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

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

**3. Personal Services Contracts - Procurement Requirements**

- a. Contracts for personal services less than \$25,000 within a 12-month period, shall, where practical, be based on written or verbal quotes or may be procured through direct negotiations with the contractor.
- b. Contracts for personal services greater than \$25,000 that do not exceed \$75,000 may be based on three written or verbal quotes, or response to a request for proposal (RFP) as deemed appropriate by the superintendent or designee.
- c. Contracts for personal services greater than \$75,000 shall be based on written solicitations, request for qualifications, or the request for proposal (RFP) process.
- d. The district may enter into a personal services contract when the amount of the services does not exceed \$150,000 without obtaining quotes or utilizing the RFP process when only one contractor or sole source provides the services as follows:
  - (1) The superintendent or designee shall make the following written findings for inclusion in the contract file:
    - (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
    - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
    - (c) That the goods or services are for use in a pilot or an experimental project; or
    - (d) Other findings that support the conclusion that the goods or services are available from only one source.
- e. If the cost of the services is more than \$150,000, the district may award a contract on a sole source basis, only with Board approval and if prior to the award:

D

- (1) Notice of the district's intent to contract for the services, including the general specifications of the intended contract, is advertised in at least one newspaper or trade journal of general circulation in the area where the services are to be performed;
- (2) The advertised notice is published at least 14 days before award of contract to allow prospective contractors a reasonable opportunity to submit a protest of the district's intent to contract through the sole source process unless the superintendent gives prior written approval to reduce the number of days based on extraordinary circumstance that do not meet the criteria for an Emergency Procurement pursuant to OAR 137-047-0280; and
- (3) The protest shall be submitted in writing to the district by the closing date and time of the advertisement notice. It shall state the reason the contract should be competitively solicited.

Protests shall be heard by the Board, whose decision shall be final.

#### 4. ITB/RFP Requirements

- a. An invitation to bid (ITB) or (RFP) will be used as a formal competitive solicitation that describes the specific services to be performed within a defined period of time. The solicitation will set forth criteria and methods for screening, selecting and ranking the most qualified proposal(s). The solicitation document may result in contracts with more than one provider.
- b. The solicitation document must provide that the district is not responsible for any cost incurred while submitting proposals and that all proposers who respond do so at their own expense.
- c. The solicitation document must, at a minimum, address the following:
  - (1) Requirements for solicitation documents under ORS 279B.055 (2) and 279B.060 (2):
    - (a) A time and date by which the bids or proposals must be received and a place at which bids must be submitted, and may, in the sole discretion of the contracting agency, direct or permit the submission and receipt of bids or proposals by electronic means;
    - (b) The name and title of the person designated for receipt of bids or proposals and the person designated by the contracting agency as the contact person for the procurement, if different;
    - (c) A procurement description;
    - (d) A time, date and place that prequalified applications, if any, must be filled and the classes of work, if any, for which bidders must be prequalified in accordance with ORS 279B.120;
    - (e) A statement that the contracting agency may cancel the bid or procurement, or reject any of all bids in accordance with ORS 279B.100;
    - (f) A statement that "Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document." if the invitation to bid is issued by a state contracting agency;
    - (g) A statement that requires the contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.710; and
    - (h) All contractual terms and conditions applicable to the procurement.
  - (2) Requirements for solicitation documents under OAR 137-047-0255 (2) and OAR 137-047-0260 (2):

(a) General Information.

(i) Notice of any pre-offer conferences as follows:

- 1) The time, date and location of any pre-offer conferences; and
- 2) Whether attendance at the conference will be mandatory or voluntary; and
- 3) A provision that provides that statements made by the contracting agency's representatives at the conference are not binding upon the contracting agency unless confirmed by written addendum;

(ii) The form and instructions for submission of proposals and any other special information, (e.g., whether proposals may be submitted by electronic means);

(iii) The time, date and place of opening;

(iv) The office where the solicitation document may be reviewed;

(v) For bidders, a statement whether the bidder is a "resident bidder," as defined in ORS 279A.120 (1);

(vi) Contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110 (4); and

(vii) How the contracting agency will notify proposers of addenda and how the contracting agency will make addenda available.

(b) Contracting Agency Need.

The character of the goods and services the contracting agency is purchasing including, if applicable, a description of the acquisition, specifications, delivery or performance schedule, inspection and acceptance requirements.

(c) Bid/Proposal and Evaluation Process.

(i) The anticipated solicitation schedule, deadlines, protest process, and evaluation process;

(ii) The contracting agency shall set forth selection criteria in the solicitation document in accordance with the requirements or ORS 279B.060 (2)(h)(E).

(iii) If the contracting agency intends to award contracts to more than one proposer pursuant to OAR 137-047-0600 (4)(d), the contracting agency must identify in the solicitation document the manner in which it will determine the number of contracts it will award.

(d) Applicable preferences described in ORS 279A.125 (2) and 282.210.

(e) For contracting agencies subject to ORS 305.385, contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385.

(f) All contract terms and conditions, including a provision indicating whether the contractor can assign the contract, delegate its duties, or subcontract the goods or services without prior written approval from the contracting agency.

d. Bids or proposals must be advertised at least once in a newspaper of general circulation in the area where the contract is to be performed and in as many additional issues and publications as

may be necessary or desirable to achieve adequate competition unless the contracting agency uses electronic advertising.

e. Unless otherwise specified in rules adopted pursuant to ORS 279A.065, the LCRB will give notice at least seven days before the solicitation closing date.

f. All advertisements shall describe at minimum the requirements under OAR 137-047-0300 (3):

- (1) Where, when, how, and for how long the solicitation document may be obtained;
- (2) A general description of the goods or services to be acquired;
- (3) The interval between the first date of notice and closing, which will be at least seven days, unless a shorter period is in the public interest and it will not substantially affect competition;
- (4) The date that persons must file applications for prequalification if prequalification is a requirement and the class of goods or services is one for which persons must be prequalified;
- (5) The office where contract terms, conditions and specifications may be reviewed;
- (6) The name, title and address of the individual authorized by the contracting agency to receive offers;
- (7) The scheduled opening; and
- (8) Any other information the contracting agency deems appropriate.

#### 4. Screening and Selection Procedures

- a. The superintendent or designee shall review, score and rank all responsive proposals according to the evaluation criteria in the ITB or RFP and applicable law. The contracting agency will award the contract to the lowest responsible bidder or proposer or multiple responsible bidders or proposers in accordance with ORS 279B.055 (10) and 279B.060 (10), and OAR 137-047-0600.
- b. To determine whether the bidder or proposer has met the standards of responsibility under ORS 279B.110 (2) and OAR 137-047-0640 (1)(c)(F), the LCRB will consider whether the bidder or proposer has:
  - (1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to indicate the capability of the bidder or proposer to meet all contractual responsibilities;
  - (2) A satisfactory record of performance.<sup>2</sup> The contracting agency will document in the solicitation file its basis for determining that the offeror is not responsible because the offer or does not meet this requirement;
  - (3) A satisfactory record of integrity.<sup>3</sup> The contracting agency will document its basis for determining that the offeror is not responsible because the offeror does not meet this requirement;

---

<sup>2</sup> A contracting agency should review carefully the offeror's record of contract performance if the offeror is or recently has been materially deficient in contract performance. In reviewing the offeror's performance, the contracting agency should determine whether the offeror's deficient performance was expressly excused under the terms of the contract, or whether the offeror took appropriate corrective action. The contracting agency may review the offeror's performance on both private and public contracts.

<sup>3</sup> A contracting agency may determine that an offeror lacks integrity because of a lack of business ethics such as a violation of environmental laws or false certification made to the contracting agency. A contracting agency may find that an offeror is not responsible based on a lack of integrity of a person having influence or control over the offeror.

D

- (4) Qualified legally to contract with the contracting agency;
- (5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the contracting agency concerning responsibility, the contracting agency shall base the determination of responsibility upon any available information, or may find the bidder or proposer not to be responsible; and
- (6) Not been debarred by the contracting agency under ORS 279B.130.

- c. Final ranking will be based on all information obtained during the evaluation process. Price will be considered, but will not necessarily govern selection of the contractor(s).
- d. Contracts entered into may be amended, provided the original contract allows for the particular amendment and the services to be provided under the amendment are included within or directly related to, the scope of the project or the scope of the services described in the solicitation document.

**6. Documentation**

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

**5. Fingerprinting**

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

**6. Payment**

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

L

E

T

E



# Hermiston School District 8R

Code: **EBBA**  
Adopted: 4/05/05  
Revised/Readopted: 7/10/17  
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 to students is the parents' responsibility, or of someone the parents designate in case of an emergency.

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

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

In each school, procedures for handling health emergencies will be established and made known to the staff. Each school and school 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 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).

### Cross Reference(s):

GBE - Staff Health and Safety



# Hermiston School District 8R

Code: EBBA

Adopted:

## 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.

The district shall maintain a written prevention-oriented health services plan for all students. The health services plan will<sup>1</sup>:

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<sup>2</sup>;
3. Outline a district-to-school communication plan<sup>3</sup>;
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<sup>4</sup>;
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<sup>5</sup>;
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

---

<sup>1</sup> For exact language and complete requirement, see OAR 581-022-2220(1).

<sup>2</sup> For specific protocol content requirements, see OAR 581-022-2220(1)(b).

<sup>3</sup> For requirements of this plan see OAR 581-022-2220(1)(c).

<sup>4</sup> 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.

<sup>5</sup> 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<sup>6</sup>;

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<sup>7</sup>;
10. Refer to adopted policy and procedures for medications in accordance with Oregon law<sup>8</sup>;
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<sup>9</sup>; and][.]

END OF POLICY

---

**Legal Reference(s):**

[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).

---

<sup>6</sup> For definitions for this policy see ORS 336.201.

<sup>7</sup> OAR 437-002-0360 lists various health and safety regulations that apply in the employment setting.

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

<sup>9</sup> For guideline requirements see OAR 581-022-2220(1)(k).

# Hermiston School District 8R

Code: EBBA-AR  
Adopted: 4/05/05  
Revised/Reviewed: 4/05/05; 7/10/17  
Orig. Code: EBBA-AR

## First Aid - Infection Control

Health services information about the transmission of diseases including AIDS and HBV<sup>1</sup> 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 bandaids. If assistance is required, bandaids may be applied after caregiver removes gloves if 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 a student or contact with potentially infectious materials;

---

<sup>1</sup> 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<sup>2</sup> 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;
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;

---

<sup>2</sup> 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.

### **D** 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.

**L**

**E**

**T**

**E**



# Hermiston School District 8R

Code: EBBB  
Adopted: 12/09/13  
Revised/Readopted: 7/10/17; 12/11/17  
Orig. Code: EBBB

## Injury/ or Illness Reports\*\*

All injuries or illnesses<sup>1</sup>, sustained by the employee while in the actual performance of the duty of the employee, occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business will be reported immediately to a supervisor. A written report will be submitted within 24 hours to the district's safety officer. [Staff members will report self-administered first-aid<sup>2</sup> treatment to an immediate supervisor.] All accidents involving employees, students, visiting public or district property will be reported immediately to a supervisor.

A written report will be submitted within 24 hours to the district's safety officer. Reports will cover property damage as well as personal injury.

In the event of a work-related<sup>3</sup> illness or injury to an employee resulting in in-patient~~overnight~~ hospitalization for medical treatment<sup>4</sup> other than first aid, loss of an eye, amputation or avulsion<sup>5</sup>, the district safety officer shall report the incident to the Oregon Occupational Safety and Health Division (OR-OSHA). This report will be made within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes<sup>6</sup> shall be reported<sup>7</sup> to OSHA within eight hours ~~to OSHA~~.

ALL injuries or illnesses sustained by an employee, while in the actual performance of the duty of the employee, or by a student or visiting public and accidents involving district property, employees, students

<sup>1</sup> The Oregon Occupational Safety and Health Division provides: "Injury or illness" means an abnormal condition or disorder. Injuries include cases such as, but not limited to, a cut, fracture, sprain, or amputation. Illnesses include both acute and chronic illnesses, such as, but not limited to, skin disease, respiratory disorder, or poisoning (record injuries and illnesses only if they are new, work-related cases that meet one or more of the recording criteria). (OAR 437-001-0015(39))

<sup>2</sup> For employees, "first aid" means any one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, or similar injuries that do not ordinarily require medical care. Such one-time treatment and subsequent observation is considered first aid even though it is provided by a physician or registered professional personnel. (OAR 437-001-0015(34))

<sup>3</sup> An injury or illness is work related if an event or exposure in the work environment either caused or contributed to the resulting condition or significantly aggravated a preexisting ~~condition~~ injury or illness. (OAR 437-001-0700(6))

<sup>4</sup> "Medical treatment" includes managing or caring for a patient for the purpose of combatting ~~is the management or care of a patient to combat disease or disorder. The following are not considered medical treatment: visits to a physician or other licensed doctor or health care professional solely for observation or counseling; diagnostic procedures, such as x-rays and blood tests, including administering prescription medications used solely for diagnostic purposes; and any procedure that can be labeled first aid according to OAR 437-001-0700(8)(d)(A)(iii).~~

<sup>5</sup> Amputations and avulsions are only required to be reported if they result in bone loss. (OAR 437-001-0704(4))

<sup>6</sup> A "Catastrophe" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility. (OAR 437-001-0015(11))

<sup>7</sup> Reporting must be done in person or by telephone. (OAR 437-001-0704(3))

or visiting public will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

The district safety officer will maintain records on ~~and reports on serious~~ injuries, illnesses, and ~~including~~ accidents involving district property, ~~or~~ employees, students or visiting ~~members of the~~ public. These records will include prevention measures taken, reporting information, ~~and~~ periodic statistical reports on the number and types of injuries, illnesses and accidents occurring in the district, ~~as well as on the measures being taken to prevent such injuries/illnesses in the future~~ and monthly and annual analyses of accident data. ~~The records will include monthly reporting information and an analysis of the data and trends will be conducted at least annually.~~ Such reports will be submitted to the superintendent ~~for review.~~

END OF POLICY

---

**Legal Reference(s):**

[ORS 339.309](#)

[OAR 437-001-0700](#)

[OAR 437-002-0360](#)

[OAR 437-001-0015](#)

[OAR 437-001-0704](#)

[OAR 437-002-0377](#)

[OAR 437-001-0760](#)

[OAR 581-022-2225](#)

Corrected 5/16/24

# Hermiston School District 8R

Code: EBC  
Adopted:  
Orig. Code(s): EBBA

## Emergency Plan and First Aid\*\*

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

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

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

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

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

END OF POLICY

---

### Legal Reference(s):

[ORS 30.800](#)  
[ORS 192.660\(2\)\(k\)](#)  
[ORS 332.107](#)  
[ORS 433.260](#)  
[ORS 433.441](#)

[OAR 437-002-0042](#)  
[OAR 437-002-0120 - 0139](#)  
[OAR 437-002-0161](#)  
[OAR 437-002-0360](#)  
[OAR 437-002-0377](#)  
[OAR 581-022-2030\(3\)\(c\)](#)

[OAR 581-022-2220](#)  
[OAR 581-022-2225](#)  
[OAR 581-053-0003\(40\)](#)  
[OAR 581-053-0220\(3\)\(e\)\(B\)\(iii\)](#)  
[OAR 581-053-0320\(5\)\(b\)](#)  
[OAR 581-053-0420\(2\)\(f\)\(B\)](#)

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



# Hermiston School District 8R

Code: EBCA  
Adopted:

## Safety Threats\*\*

“Safety threat action” means a lockdown, lockout, shelter in place or evacuation that: (a) is initiated by a school in response to a safety threat; and (b) is not a planned drill.

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

The communication must include:

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

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

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

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

END OF POLICY

---

### Legal Reference(s):

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

[ORS 332.107](#)

[ORS 339.324](#)



# Hermiston School District 8R

Code: EBCB  
Adopted: 1/11/16  
Revised/Readopted: 7/10/17; 9/13/21  
Orig. Code: EBCB

## Emergency Procedure Drills and Instruction

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

All schools are required to instruct and drill students on district emergency procedures so they 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 emergency procedures ~~fires, earthquakes, safety threats and tsunami dangers~~; ~~and drills for students~~, shall be conducted for at least 30 minutes each school month.

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

### Fire Emergencies

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

### Earthquake Emergencies

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

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

### Safety Threats

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

Drills and instruction on safety threats shall include procedures related to 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.~~

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](#)

[OAR 581-022-2225](#)

[OREGON STATE FIRE MARSHAL](#), OREGON FIRE CODE.

# Hermiston School District 8R

Code: GBEB  
Adopted: 10/12/20  
Orig. Code: GBEB; JHCC

## Communicable Diseases —~~Staff~~in Schools

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).

~~A student or~~An 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. The district may provide an educational program in an alternative setting. Services will be provided to students as required by 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.

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

~~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 ~~may~~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 general emergency plans~~plan~~, a description of the actions to be taken by district staff in buildings and by the ~~case of a declared public health emergency or other catastrophe that disrupts~~district in response to medical emergencies~~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 - 433.004](#)  
[ORS 433.010](#)

[ORS 433.110](#)  
[ORS 433.235 - 433.284](#)  
  
[OAR 333-018](#)

[OAR 333-019-0010](#)  
[OAR 333-019-0014](#)  
[OAR 581-022-2220](#)  
[OAR 581-022-2225](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance for Schools*. 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 (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 (2023).

# Hermiston School District 8R

Code: GBEB-AR  
Revised/Reviewed: 10/12/20  
Orig. Code: GBEB-AR; JHCC-AR

## Communicable Diseases — Staffin Schools

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule<sup>1</sup> and include but are not limited to COVID-19<sup>2</sup>, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection in a child who if, in the opinion of the local health officer, ~~the person~~ poses an unusually high risk to other children ~~others~~ (e.g., ~~a child that~~ exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. ~~A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator after determining that it poses a danger to the public’s health.~~
2. “Susceptible” for a child means lacking documentation of immunization required under OAR 333-050-0050, or if immunization is not required, lacking evidence of immunity to the disease.
3. “Susceptible” for ~~a~~ a school employee means lacking evidence of immunity to the disease.
4. “Reportable diseases” means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

### Restrictable Diseases

1. ~~An~~ A student or employee of the district will not attend school or work, respectively, at a district school or facility while in a communicable stage of a restrictable disease, ~~including a communicable stage of COVID-19<sup>3</sup>~~, unless authorized to do so under Oregon law. When an administrator has reason to suspect that a student ~~or an~~ employee has a restrictable disease, the administrator shall send ~~them~~ ~~the employee~~ home.
2. An administrator shall exclude a susceptible student ~~or an~~ employee if the administrator has reason to suspect ~~they have~~ ~~that an employee has~~ been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator ~~or designee~~ may ~~will~~ report the occurrence to the local health department.

<sup>1</sup> OAR 333-019-0010 lists restrictable diseases.

<sup>2</sup> Added per OAR 333-019-1000(2).

<sup>3</sup> “Communicable stage of COVID-19” means having a positive presumptive or confirmed test of COVID-19.

3. ~~An administrator shall exclude an employee if the administrator has been notified by a local public health administrator or local public health officer that the employee has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.~~
- 4.3. ~~An~~ A student or employee will be excluded in such instances until such time as the student or employee, respectively, presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the student or employee does not have or is not a carrier of any restrictable disease.
- 5.4. ~~An exclusion administrator may allow attendance of an employee restricted~~ for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting ~~may be if the restriction has been~~ removed by a school nurse or health care provider.
- 6.5. More stringent exclusion standards for students or employees from school or work may be adopted by the local health department.
7. ~~The district's emergency plan shall address the district's plan with respect to a declared public health emergency at the local or state level.~~

### Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that an employee or a student has been exposed to a restrictable disease ~~which that~~ is also a reportable disease.
3. District staff with impaired immune responses, that are of childbearing age or some other medically fragile condition, should consult with a medical provider for additional guidance<sup>4</sup>.
4. An administrator shall determine other persons who may be informed of an employee's communicable disease, or that of a student's when a legitimate educational interest exists or for health and safety reasons, in accordance with law.

### Equipment and Training

1. The administrator or designee shall ~~on a case-by-case basis,~~ determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's [school] nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). ~~(See policy EBBAA).~~

<sup>4</sup> Refer to *Communicable Disease Guidance for Schools* published by the Oregon Health Authority and the Oregon Department of Education.

# Hermiston School District 8R

Code: **GBEBA**  
Adopted: 5/03/05  
Revised/Readopted: 7/10/17; 6/10/19  
Orig. Code: GBEBA

## Staff - HIV, AIDS and HBV

The district will adhere strictly in policies and procedures to the Oregon law and Oregon Administrative Rules as they relate to staff infected with HIV, AIDS or HBV<sup>1</sup>.

The district recognizes a staff member has no obligation under any circumstance to report a condition to the district and the staff member has a right to continue working.

If the staff member reports a condition to the district, strict adherence to written guidelines outlined by the staff member shall be followed.

These guidelines shall include who may have information, who will give the information, how the information will be given, and where and when the information will be given. All such information will be held in confidence in accordance with Oregon law.

Accommodations for a staff member infected with HIV, AIDS or HBV shall be the same as any other illness.

END OF POLICY

---

### Legal Reference(s):

[ORS 243.650](#)  
[ORS 342.850\(8\)](#)  
[ORS 433.008](#)  
[ORS 433.045](#)

[ORS 433.260](#)  
[OAR 333-017-0000](#)  
[OAR 333-018-0000](#)

[OAR 333-018-0005](#)  
[OAR 581-022-2220](#)

---

<sup>1</sup> HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus



# Hermiston School District 8R

Code: **GBN/JBA**  
Adopted: 11/10/14  
Revised/Readopted: 7/10/17; 10/08/18; 7/13/20;  
10/12/20  
Orig. Code: GBN

## Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

### General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

### OREGON DEFINITION AND PROCEDURES

#### Oregon Definition

Sexual harassment of students, staff members or third parties<sup>1</sup> shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
  - a. Interferes with a student's educational activity or program;
  - b. Interferes with a school or district staff member's ability to perform their job; or
  - c. Creates an intimidating, offensive, or hostile environment.

---

<sup>1</sup> "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) ~~at~~ ~~A~~ at a school-sponsored activity or program; or 3) ~~off~~ ~~Off~~ off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

3. Assault when sexual contact occurs without ~~the student's, staff member's or third party's consent<sup>2</sup>. because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.~~

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's ~~actions~~<sup>action</sup>, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

### Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
Jake Bacon	Director of Human Resources	541-667-6000	jake.bacon@hermistonisd.org

This/~~These~~ individual(s) is/~~are~~ responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX Coordinator. *See* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

### Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to **[immediately]** report their concerns to district officials, this includes officials such as the principal,

<sup>2</sup> "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

### **Investigation**

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

## **No Retaliation**

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

## **Notice**

When a person<sup>3</sup> who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include<sup>4</sup>:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;

---

<sup>3</sup> Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

<sup>4</sup> Remember confidentiality laws when providing any information.

5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
  - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
  - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

### **Oregon Department of Education (ODE) Support**

The ODE will provide technical assistance and training upon request.

### **FEDERAL DEFINITION AND PROCEDURES**

#### **Federal Definition**

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity<sup>5</sup>;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

### **Federal Procedures**

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

### **Reporting**

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

Mr. Bacon is designated as the Title IX Coordinator and can be contacted at 541-667-6000. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this [policy](#)<sup>AR</sup>. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

---

<sup>5</sup> "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

## Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.<sup>6</sup> The district shall treat complainants and respondents equitably by providing supportive measures<sup>7</sup> to the complainant and by following a grievance procedure<sup>8</sup> prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.<sup>9</sup>

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.<sup>10</sup> The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

## Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and

<sup>6</sup> (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

<sup>7</sup> (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.<sup>7</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

<sup>8</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>9</sup> The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

<sup>10</sup> The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

### **No Retaliation**

Neither the district or any person may retaliate<sup>11</sup> against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

### **Publication**

This policy shall be made available to students, parents of students and staff members. This policy shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

---

### **Legal Reference(s):**

[ORS 243.706](#)  
[ORS 332.107](#)  
[ORS 342.700](#)  
[ORS 342.704](#)  
[ORS 342.708](#)

[ORS 342.850](#)  
[ORS 342.865](#)  
[ORS 659.850](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[OAR 581-021-0038](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

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

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

---

<sup>11</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

# Hermiston School District 8R

Code: GBNAB/JHFE  
Adopted: 12/10/12  
Revised/Readopted: 7/24/17; 2/10/20; 1/24/22  
Orig. Code: JHFE

## Reporting of Suspected Abuse of a Child

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse<sup>1</sup> shall ~~orally report or cause an oral report~~ immediately make a report ~~by telephone or otherwise~~ to the ~~local office of the~~ Oregon Department of Human Services (DHS) through the centralized child abuse reporting system<sup>2</sup> ~~or its designee~~ or to ~~a~~ the law enforcement agency within the county where the person making the report is located at the time of the contact, ~~pursuant to Oregon Revised Statute (ORS) 419B.010~~. Any district employee who has reasonable cause to believe that **any person**<sup>3</sup> with whom the employee is in contact has abused a child shall immediately report in the same manner described above. ~~or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

The report must contain, ~~if~~ if known, ~~the report shall contain~~ the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors<sup>4</sup>, agents<sup>5</sup>, volunteers<sup>6</sup>, or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulations.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the Oregon Department of Human Services (DHS) or~~ through its centralized child abuse reporting system or to

<sup>1</sup> Includes the neglect of a child; abuse is defined in ORS 419B.005.

<sup>2</sup> [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

<sup>3</sup> "Person" could include adult, student or other child.

<sup>4</sup> "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

<sup>5</sup> "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>6</sup> "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

~~a designee or the local~~ law enforcement agency pursuant to ORS 419B.015, and to ~~the~~ designated licensed administrator.

The district will designate a licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the Assistant Superintendent who shall also report to the Board chair.

The district will post the names and contact information of the designees for each school building, in the respective school, designated to receive reports of suspected abuse and the procedures in GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for making a report to ~~local~~ law enforcement ~~or~~ and the centralized child abuse reporting system of ~~local~~ DHS ~~office or its designee~~, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, ~~or its designee~~, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

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

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the

obligations of district employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

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

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

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

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

END OF POLICY

---

**Legal Reference(s):**

[ORS 339.370 - 339.400](#)  
[ORS 418.257 - 418.259](#)

[ORS 419B.005 - 419B.050](#)

[OAR 581-022-2205](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9<sup>th</sup> Cir. 2011).



# Hermiston School District 8R

Code: GBNAB/JHFE-AR(1)  
Revised/Reviewed: 12/10/12; 7/24/17; 4/09/18;  
10/08/18; 2/10/20; 1/24/22  
Orig. Code(s): JHFE-AR(1)

## Reporting of Suspected Abuse of a Child

### Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse<sup>1</sup> shall ~~make a orally report or cause an oral~~ report immediately ~~by telephone or otherwise~~ to the ~~local office of the~~ Oregon Department of Human Services (DHS) ~~through the centralized child abuse reporting system<sup>2</sup> or its designee~~ or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**<sup>3</sup> with whom the employee is in contact has abused a child shall immediately report ~~in the same manner or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the~~DHS ~~through or its centralized child abuse reporting system or to a designee or the local~~ law enforcement agency ~~pursuant to ORS 419B.015~~, and to ~~the~~ designated licensed administrator or alternate licensed administrator for their school building.

The report must contain, ~~If if known, the report shall contain~~ the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the Assistant Superintendent who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report;

<sup>1</sup> Includes the neglect of a child; abuse is defined in ORS 419B.005.

<sup>2</sup> [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

<sup>3</sup> "Person" could include adult, student or other child.

date and time that the report was made; and name of district administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave<sup>4</sup> and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not ~~been~~be violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor, agent or volunteer, the district may prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support the report of suspected abuse, the district shall prohibit the contractor agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated<sup>5</sup> and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

## Definitions

---

<sup>4</sup> The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

<sup>5</sup> The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or ~~its designee or~~ law enforcement pursuant to law.

1. Oregon law defines “recognizes these and other types of abuse” in ORS 419B.005(1):
  - a. — Physical;
  - b. — Neglect;
  - c. — Mental injury;
  - d. — Threat of harm;
  - e. — Sexual abuse and sexual exploitation.
2. “Child” means an unmarried person who is under 18 years of age or is under 21 years of age and residing in or receiving care or services at a child-caring agency child in care, as defined in ORS 418.257.
3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

### **Confidentiality of Records**

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

### **Failure to Comply**

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy or this administrative regulation, the employee will be disciplined up to and including dismissal.

### **Cooperation with Investigator**

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator, unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator’s refusal to sign the form. If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;
3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend ~~their~~the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

# Hermiston School District 8R

Code: GCDA/GDDA  
Adopted: 5/14/15  
Revised/Readopted: 7/10/17; 12/11/17; 10/08/18;  
10/14/19  
Orig. Code: GCDA/GDDA

## Criminal Records Checks and Fingerprinting (Version 1)

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require all newly hired full-time and part-time employees<sup>1</sup> not requiring licensure under Oregon Revised Statute (ORS) 342.223 to undergo a criminal records check and fingerprinting. Other individuals, as determined by the district, that will have direct, unsupervised contact with students shall submit to criminal records checks and/or fingerprinting, as established by Board policy and as required by law.

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

Pursuant to state law, a criminal records check or fingerprint-based criminal records checks shall be required of the following individuals<sup>2</sup>:

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

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

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

1. Head coach;

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

<sup>2</sup>Subject individuals and requirements are further outlined in GCDA/GDDA-AR - Criminal Records Checks and Fingerprinting.

2. Assistant coach;
3. Overnight chaperone;
4. Volunteers transporting students, other than their own, in a private vehicle off district property for a district-sponsored activity.

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

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

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

The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

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

The district may begin the employment of a subject individual or terms of a district contractor on a probationary basis before the return and disposition of criminal records checks and fingerprinting.

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

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

Fees associated with a criminal records check and/or fingerprinting may be charged.

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

## Appeals

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

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

END OF POLICY

---

**Legal Reference(s):**

[ORS 181A.180](#)  
[ORS 181A.230](#)  
[ORS 326.603](#)  
[ORS 326.607](#)  
[ORS 332.107](#)

[ORS 336.631](#)  
[ORS 342.143](#)  
[ORS 342.223](#)  
[OAR 414-061-0010 – 061-0030](#)  
[OAR 581-021-0510 – 021-0512](#)

[OAR 581-022-2430](#)  
[OAR 584-050-0012](#)  
[OAR 584-050-0100](#)

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

**Cross Reference(s):**

HCC - Volunteers



# Hermiston School District 8R

Code: GCDA/GDDA  
Adopted:  
Orig. Code(s): GCDA/GDDA; GCDA/GDDA-AR

## Criminal Records Checks and Fingerprinting \*

(Version 2)

{Required policy. Requirement/Authority for policy comes from OAR 581-021-0510 - 021-0512 and ORS 326.603 - 326.607.}

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

### Requirements for Employees <sup>{1}</sup> not Licensed, Certified or Registered by the Teachers Standards Practices Commission (TSPC)

All newly hired employees<sup>2</sup> not identified under Oregon Revised Statutes (ORS) 342.223<sup>3</sup> are required to submit to a criminal records check and fingerprinting as required by law. A newly hired employee is not subject to fingerprinting if the district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district<sup>4</sup> or private school, and has not resided outside the state between the two periods of employment<sup>{5}</sup>.

An individual shall be subject to the collection of fingerprint information, only after the offer of employment from the district. Fees associated with criminal records checks and fingerprinting for individuals applying for employment with the district and not requiring licensure shall be paid by the ~~{district.}~~ individual.

The district ~~{may<sup>6}</sup>}~~ ~~{shall not}~~ begin the employment of an individual ~~{on a probationary basis pending}~~ ~~{before}~~ the return and disposition of the required criminal records checks.

When the criminal records check indicates an individual has been convicted of any crimes<sup>7</sup> prohibiting employment, the individual will not be employed, or if employed will be terminated. When the criminal

<sup>1</sup> {If the district wants to include the larger section on TSPC-licensed employees (see p. 2), keep this bracketed language. If the district does not want to include the larger section on TSPC-licensed individuals, omit this bracketed language.}

<sup>2</sup> Any individual hired within the last three months. This does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

<sup>3</sup> ORS 342.223 includes teachers, administrators, personnel specialist, school nurses, persons participating in supervised clinical practice experience, practicum or internship as a teacher, administrator or personnel specialist. See statute for details.

<sup>4</sup> As is defined in OAR 581-021-0510(9); includes school districts, the Oregon School for the Deaf, and educational program under the Youth Corrections Education Program, public charter schools and ESDs.

<sup>5</sup> {Additional exception applies through July 1, 2024. See ORS 326.603(4)(b).}

<sup>6</sup> Decisions regarding which employees may begin before the return of the required criminal records checks must be made in a nondiscriminatory manner.

<sup>7</sup> See OAR 581-021-0511(8).

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

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

OR

### **~~{Requirements for TSPC Licensed, Certified or Registered Individuals~~**

1. Any individual who is applying for a license as a teacher, administrator or personnel specialist is subject to a criminal records check and fingerprinting, unless the individual has submitted to such a check through the Teacher Standards and Practices Commission (TSPC) within the previous three years, or has remained continuously licensed by or registered with TSPC for a different license or registration for which the individual has already submitted to a criminal records check and fingerprinting.
2. Any individual who is applying for an initial certificate under ORS 342.475 as a school nurse shall submit to a criminal records check and fingerprinting with TSPC.
3. Any individual who is applying for a registration as a public charter school teacher or administrator with TSPC shall submit to a criminal records check and fingerprinting with TSPC.
4. Any individual applying for reinstatement of an Oregon license or registration as a teacher, administrator or personnel specialist, or a certificate as a school nurse with the TSPC, whose license, registration or certificate has lapsed for at least three years, shall submit to a criminal records check and fingerprinting with TSPC.
5. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist, if the individual does not hold a current license issued by TSPC and has not submitted to a criminal records check by TSPC within the previous three years for student teaching, practicum or internship as a teacher, administrator or personnel specialist, shall be required to submit to a criminal records check and fingerprinting with TSPC.~~}~~

### **Requirements for Contractors<sup>{8}</sup>**

---

<sup>8</sup> {The district should include language regarding background checks in any contract that includes direct, unsupervised contact with students whenever applicable.}

All individuals employed as or by a contractor and considered by the district to have direct, unsupervised contact with students<sup>9</sup> or unsupervised access to children are required to submit to a criminal records check and a fingerprint-based criminal records check.

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

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

1. Refusal to consent to a criminal records check and fingerprinting; or
2. Notification<sup>10</sup> from the Superintendent of Public Instruction that the individual has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.

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

### Requirements for Volunteers

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

1. Head coach;
2. Assistant coach;
3. Overnight chaperone;
4. Volunteers transporting students, other than their own, in a private vehicle off district property for a district-sponsored activity;

~~5. List of other positions subject to this fingerprinting, if any.~~

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

<sup>9</sup> “Direct, unsupervised contact with students” means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. (OAR 581-021-0510)

<sup>10</sup> Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

~~++ [If the district requires fingerprinting for certain volunteer positions, the district is required to list those volunteer positions in board policy. The bracketed language is only possible examples; modify to identify the positions in the district which require such fingerprinting.]~~

<sup>{12}</sup>Volunteers allowed by the district into a position designated by the district to have direct, unsupervised contact with students shall submit to an in-state criminal records check.

{The service of a volunteer allowed to have direct, unsupervised contact with students ~~{may}~~ {will not} begin ~~{on a probationary basis pending}~~ {before} the return and disposition of a criminal records check.}

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

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

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

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

### **Requirements for Others**

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

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

### **Notification**

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

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

1. Such criminal records checks and fingerprinting are required by law or Board policy;
2. All employment or contract offers ~~{or the ability to volunteer}~~ are contingent upon the results of such checks;

---

<sup>12</sup> {If the district allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and districts are required to conduct criminal records checks on these volunteers.}

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

### Processing and Reporting Procedures

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

Fingerprints may be collected by one of the following:

1. Employing district staff;
2. Contracted agent of employing district;
3. Local or state law enforcement agency; or
4. Statewide vendor identified by the Oregon Department of Administrative Services.

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

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

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

END OF POLICY

**Legal Reference(s):**

[ORS 181A.180](#)

[ORS 181A.230](#)

[ORS 326.603](#)

[ORS 326.607](#)

[ORS 332.107](#)

[ORS 336.631](#)

[ORS 342.143](#)

[ORS 342.223](#)

[OAR 414-061-0010 – 061-0030](#)

[OAR 581-021-0510 – 021-0512](#)

[OAR 581-022-2430](#)

[OAR 584-050-0012](#)

[OAR 584-050-0100](#)

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

# Hermiston School District 8R

**D**  
Code: GCDA/GDDA-AR  
Revised/Reviewed: 12/09/13; 7/10/17; 12/11/17;  
10/08/18; 10/14/19; 11/14/22  
Orig. Code: GCDA/GDDA-AR

## Criminal Records Checks and Fingerprinting

### Requirements

1. Any individual newly hired employee<sup>1</sup>, whether full-time or part-time, and not requiring licensure under Oregon Revised Statute (ORS) 342.223 as a teacher, administrator, personnel specialist or school nurse, shall submit to a criminal records check and fingerprinting.
2. Any individual applying for reinstatement of an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo a criminal records check and fingerprinting with TSPC.
3. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to submit to a criminal records check and fingerprinting with TSPC.
4. Any individual hired as or by a contractor<sup>2</sup>, whether part-time or full-time, into a position having direct, unsupervised contact with students as determined by the district shall be required to submit to a criminal records check and fingerprinting.
5. The superintendent will identify contractors who are subject to such requirements.
6. Any community college faculty member providing instruction at the site of an early childhood education program, a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day, shall be required to undergo a criminal records check and fingerprinting.
7. Any individual who is an employee of a public charter school not requiring licensure under ORS 342.223 shall be required to undergo a criminal records check and fingerprinting.
8. A volunteer allowed by the district into a position that has direct, unsupervised contact with students shall undergo an in-state criminal records check.

---

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

<sup>2</sup> A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

9. A volunteer allowed to have direct, unsupervised contact with students, into a volunteer position identified in Board policy<sup>3</sup> by the district as requiring a fingerprint-based criminal records check, shall undergo a state and national criminal records check based on fingerprints.
10. A volunteer that is not likely to have direct, unsupervised contact with students shall undergo an in-state criminal records check.

### Exceptions

A newly hired employee<sup>4</sup> is not subject to fingerprinting if:

1. The district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district or private school, and has not resided outside the state between the two periods of employment; or
2. The Oregon Department of Education (ODE) determines the person:
  - a. Submitted to a criminal records check for the person's immediately previous employer, the employer is a school district or private school and the person has not lived outside this state between the two periods of employment;
  - b. Submitted to a criminal records check conducted by TSPC within the previous three years; or
  - c. Remained continuously licensed or registered with the TSPC.

### Notification

1. The district will provide the following notification to individuals subject to criminal records checks and/or fingerprinting:
  - a. Such criminal records checks and/or fingerprinting are required by law or Board policy;
  - b. Any action resulting from such checks completed by the ODE that impact employment, contract or volunteering may be appealed as a contested case to ODE;
  - c. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
  - d. A refusal to consent to a required criminal records check and/or fingerprinting shall result in immediate termination from employment, contract status or the ability to volunteer in the district;
  - e. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts, or ODE forms (written or electronic) may result in immediate termination from employment or contract status;
  - f. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status.
  - g. A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number may result in immediate termination from the ability to volunteer in the district.
2. The district will provide the written notice described above through means such as staff handbooks, employment applications, contracts or volunteer forms.

<sup>3</sup>See policy GCDA/GDDA – Criminal Records Checks and Fingerprinting.

<sup>4</sup>Any individual hired within the last three months.

## Processing and Reporting Procedures

3. Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and/or fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.
4. Fingerprints may be collected by one of the following:
  - a. Employing district staff;
  - b. Contracted agent of employing district; or
  - c. Local or state law enforcement agency.
3. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.
4. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime, has knowingly made a false statement as to conviction of any crime or has a conviction of a crime prohibiting employment, contract, or volunteering.
5. A copy of the fingerprinting results will be kept by the district.

## Fees

1. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district and not requiring licensure, including persons hired as or by contractors<sup>5</sup>, shall be paid by the individual.
2. An individual offered a contract or employment by the district may, only upon request, request that the amount of the fee be withheld from the amount otherwise due the individual in accordance with Oregon law.
3. Fees associated with required criminal records checks for volunteers shall be paid by the district.
4. Fees associated with a required fingerprinting for volunteers shall be paid by the district.

## Termination of Employment or Withdrawal of Employment/Contract Offer/Volunteer Status

1. A subject individual required to submit to a criminal records check and/or fingerprinting in accordance with law and/or Board policy will be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the district upon:
  - a. Refusal to consent to a criminal records check and/or fingerprinting; or

---

<sup>5</sup> A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

- b. Notification<sup>6</sup> from the Superintendent of Public Instruction that the employee has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.
2. A subject individual may be terminated from employment or contract status upon notification from the Superintendent of Public Instruction that the employee has knowingly made a false statement as to the conviction of any crime.
3. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.
4. A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and/or Board policy will be denied such ability to volunteer in the district.
5. If the district has been notified by the Superintendent of Public Instruction that a volunteer knowingly made a false statement or has a conviction for any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, the individual will be denied the ability to volunteer.
6. A volunteer who knowingly makes a false statement, as determined by the district, on a district volunteer application form may be denied the ability to volunteer in the district.

### Appeals

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

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

---

<sup>6</sup> Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

# Hermiston School District 8R

Code: IGBAF  
Adopted: 9/02/08  
Revised/Readopted: 6/11/12; 7/10/17; 11/14/22

## Special Education - Individualized Education Program (IEP)\*\*

An individualized education program (IEP) shall be developed and implemented for each student with disabilities in the district, kindergarten through 21 years of age, including those who attend a public charter school located in the district, are placed in or referred to a private school or facility by the district; or receive related services from the district. The district is responsible for initiating and conducting the meetings to develop, review and revise the IEP of a student with disabilities. The district will ensure that one or both parents are present at each meeting or are afforded the opportunity to participate and are given a copy of the IEP. A meeting to develop an IEP shall be held within 30 calendar days of a determination that the student needs special education and related services, once every 365 days thereafter and when considering a change in the IEP or placement.

If a student is to be placed or referred to a private school or facility or attends a private or parochial school, the district will ensure that a representative of the private school or facility attends the IEP meeting. If the representative of the private school or facility is unable to attend the IEP meeting, the district shall use other methods to ensure participation including but not limited to, individual or conference telephone calls or individual meetings.

END OF POLICY

---

### Legal Reference(s):

[ORS 343.068](#)  
[ORS 343.151](#)  
[ORS 343.155](#)  
[ORS 343.321 - 343.333](#)  
  
[OAR 581-015-2000](#)  
[OAR 581-015-2190](#)

[OAR 581-015-2195](#)  
[OAR 581-015-2200](#)  
[OAR 581-015-2205](#)  
[OAR 581-015-2210](#)  
[OAR 581-015-2215](#)  
[OAR 581-015-2220](#)  
[OAR 581-015-2225](#)

[OAR 581-015-2229](#)  
[OAR 581-015-2230](#)  
[OAR 581-015-2235](#)  
[OAR 581-015-2055](#)  
[OAR 581-015-2600](#)  
[OAR 581-015-2065](#)  
[OAR 581-015-2265](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5 - 300.6, 300.22 - 300.24, 300.34, 300.43, 300.105 - 106, 300.112, 320.325, 300.328, 300.501 (2012).



# Hermiston School District 8R

Code: IGBAF-AR  
Adopted: 6/13/16  
Revised/Readopted: 7/10/17; 4/11/22; 11/14/22  
Orig. Code: IGBAF-AR

## Special Education - Individualized Education Program (IEP)\*\*

### 1. General IEP Information

- a. The district ensures that an IEP is in effect for each eligible student:
  - (1) Before special education and related services are provided to a student;
  - (2) At the beginning of each school year for each student with a disability for whom the district is responsible; and
  - (3) Before the district implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.
- b. The district uses:
  - (1) The Oregon standard IEP; or
  - (2) An IEP form that has been approved by the Oregon Department of Education, ~~(ODE)~~.
- c. The district develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
- d. The IEP will be accessible to each of the student's regular education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s). This includes all district employees assigned to work with a student with specialized needs to assist with the educational, behavioral, medical, health or disability-related support needs of the student.
- e. The district takes steps to ensure that parent(s) are present at each IEP meeting or have the opportunity to participate through other means.
- f. The district ensures that each teacher and service provider is informed of:
  - (1) Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
  - (2) Their responsibility to fully implement the IEP including any amendments the district and parents agreed to make between annual reviews.
- g. The district takes whatever action is necessary to ensure that parents understand the proceedings of the IEP team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
- h. The district provides a copy of the IEP to the parents at no cost.

### 2. IEP Meetings

- a. The district conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.

- b. The district convenes IEP meetings for each eligible student periodically, but not less than once per year.
- c. At IEP meetings, the team reviews and revises the IEP to address any lack of expected progress toward annual goals and in the general curriculum, new evaluation data or new information from the parent(s), the student's anticipated needs, or the need to address other matters.
- d. Between annual IEP meetings, the district and the parent(s) may amend or modify the student's current IEP without convening an IEP team meeting using the procedures in the Agreement to Amend or Modify IEP subsection.
- e. When the parent(s) requests a meeting, the district will either schedule a meeting within a reasonable time or provide timely written prior notice of the district's refusal to hold a meeting.
- f. If an agency other than the district fails to provide agreed upon transition services contained in the IEP, the district convenes an IEP meeting to plan alternative strategies to meet the transition objectives and, if necessary, to revise the IEP.

### 3. IEP Team Members

- a. The district's IEP team members include the following:
  - (1) The student's parent(s);
  - (2) The student, if the purpose of the IEP meeting is to consider the student's postsecondary goals and transition services (beginning for IEPs in effect at age 16), or for younger students, when appropriate;
  - (3) At least one of the student's special education teachers or, if appropriate, at least one of the student's special education providers;
  - (4) At least one of the student's regular education teachers if the student is or may be participating in the regular education environment. If the student has more than one regular education teacher, the district will determine which teacher or teachers will participate;
  - (5) A representative of the district (who may also be another member of the team) who is qualified to provide or supervise the provision of special education and is knowledgeable about district resources. The representative of the district will have the authority to commit district resources and be able to ensure that all services identified in the IEP can be delivered;
  - (6) An individual, who may also be another member of the team, who can interpret the instructional implications of the evaluation results; and
  - (7) At the discretion of the parent or district, other persons who have knowledge or special expertise regarding the student.
- b. Student participation:
  - (1) Whenever appropriate, the student with a disability is a member of the team.
  - (2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the district includes the student in the IEP team meeting.
  - (3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the

district will take other steps to consider the student's preferences and interests in developing the IEP.

c. Participation by other agencies:

- (1) With parent or adult student written consent, and where appropriate, the district invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and
- (2) If the district refers or places a student in an education service district, ~~(ESD)~~, state-operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call or participating through other means.

d. Participation by other employees:

All district employees assigned to work with a student with specialized needs to assist the student with educational, behavioral, medical, health or disability-related support needs of the student must be consulted with when the IEP for the student is being developed, reviewed or revised. This includes being invited to, and compensated for attending, meetings regarding the student's IEP and other meetings regarding the student, when the decisions made and issues discussed are related to the responsibilities of the employee to support the student or when the employee has unique information about the student's needs and present level of performance.

4. Agreement for Nonattendance and Excusal

- a. The district and the parent may consent to excuse an IEP team member from attending an IEP meeting, in whole or in part, when the meeting involves a discussion or modification of team member's area of curriculum or service. The district designates specific individuals to authorize excusal of IEP team members.
- b. If excusing an IEP team member whose area is to be discussed at an IEP meeting, the district ensures:
  - (1) The parent and the district consent in writing to the excusal;
  - (2) The team member submits written input to the parents and other members of the IEP team before the meeting; and
  - (3) The parent is informed of all information related to the excusal in the parent's native language or other mode of communication according to consent requirements.

5. IEP Content

- a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.
- b. The district ensures that IEPs for each eligible student includes:
  - (1) A statement of the student's present levels of academic achievement and functional performance that:

- (a) Includes a description of how the disability affects the progress and involvement in the general education curriculum;
  - (b) Describes the results of any evaluations conducted, including functional and developmental information;
  - (c) Is written in language that is understood by all IEP team members, including parents;
  - (d) Is clearly linked to each annual goal statement;
  - (e) Includes a description of benchmarks or short-term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards.
- (2) A statement of measurable annual goals, including academic and functional goals, or for students whose performance is measured by alternate assessments aligned to alternate achievement standard, statements of measurable goals and short-term objectives. The goals and, if appropriate, objectives:
- (a) Meet the student's needs that are present because of the disability, or because of behavior that interferes with the student's ability to learn, or impedes the learning of other students;
  - (b) Enable the student to be involved in and progress in the general curriculum, as appropriate; and
  - (c) Clearly describe the anticipated outcomes, including intermediate steps, if appropriate, that serve as a measure of progress toward the goal.
- (3) A statement of the special education services, related services, supplementary aids and services that the district provides to the student:
- (a) The district bases special education and related services, modifications and supports on peer-reviewed research to the extent practicable to assist students in advancing toward goals, progressing in the general curriculum and participating with other students (including those without disabilities), in academic, nonacademic and extracurricular activities.
  - (b) Each statement of special education services, related or supplementary services, aids, modifications or supports includes a description of the inclusive dates, amount or frequency, location and who is responsible for implementation.
- (4) A statement of the extent, if any, to which the student will not participate with nondisabled students in regular academic, nonacademic and extracurricular activities.
- (5) A statement of any individual modifications and accommodations in the administration of state or districtwide assessments of student achievement.
- (a) A student will not be exempt from participation in state or districtwide assessment because of a disability unless the parent requests an exemption;
  - (b) If the IEP team determines that the student will take the alternate assessment instead of the regular statewide or a districtwide assessment, a statement of why the student cannot participate in the regular assessment and why the alternate assessment is appropriate for the student.

- (6) A statement describing how the district will measure student's progress toward completion of the annual goals and when periodic reports on the student's progress toward the annual goals will be provided.

~~6. Individualized COVID-19 Recovery Services<sup>†</sup>~~

~~Individualized COVID-19 Recovery Services are defined as those services determined necessary for eligible students based on the unique needs that arise from their disability due to the impact of the COVID-19 pandemic, which may include but are not limited to:~~

- ~~a. Special education and related services;~~
- ~~a. Supplementary aides and services;~~
- ~~b. Additional or intensified instruction;~~
- ~~c. Social emotional learning support; and~~
- ~~d. Peer or adult support.~~

~~The IEP team for each eligible student shall consider the need for Individualized COVID-19 Recovery Services at least at each initial IEP meeting and each regularly scheduled annual review meeting.~~

- ~~a. IEP teams shall consider the impact COVID-19 on the eligible student's ability to engage in their education, develop and re-establish social connections with peers and school personnel, and adapt to the structure of in-person learning.~~
- ~~b. For initial IEPs, IEP teams shall also review the impact of COVID-19 on the eligible student's initial evaluation timeline and eligibility determination in considering the need for Individualized COVID-19 Recovery Services.~~
- ~~c. For annual reviews, IEP teams shall also consider the impact of COVID-19 on the implementation of the eligible student's IEP considering the need for Individualized COVID-19 Recovery Services.~~

~~Any member of the IEP team, including parents and eligible students, may request that the IEP team meet to review the need for Individualized COVID-19 Recovery Services at any time.~~

- ~~a. IEP teams are not required to meet more than once annually to consider the need for Individualized COVID-19 Recovery Services unless updated information indicates the eligible student's circumstances have changed or there is reason to suspect that the eligible student may need any additions or modifications to their Individualized COVID-19 Recovery Services.~~
- ~~b. IEP teams that considered the need for Individualized COVID-19 Recovery Services at an initial IEP or annual review meeting on or after June 24, 2021 shall review the need for Individualized COVID-19 Recovery Services at the next annual review, but are not required to do so before then unless the eligible student's circumstances have changed or there is reason to suspect that the eligible student may need any additions or modifications to their Individualized COVID-19 Recovery Services.~~

<sup>†</sup>The requirements of this section are in effect until July 1, 2023 unless extended by the State Board of Education.

~~When Individualized COVID-19 Recovery Services are recommended, the eligible student's IEP must be updated to reflect the recommendation.~~

~~The district or program shall provide written notice to the parents of each eligible student regarding the opportunity for the IEP team to meet to consider Individualized COVID-19 Recovery Services.~~

~~After each determination is made, the district or program shall provide written notice to the parent and/or adult student with a disability regarding the determination of need for Individualized COVID-19 Recovery Services. This notice shall include the following documentation:~~

- ~~a. A statement of the Individualized COVID-19 Recovery Services recommended based on the meaningful input of all IEP team members, including parents and eligible students, as appropriate;~~
- ~~b. The projected dates for initiation and duration of Individualized COVID-19 Recovery Services~~
- ~~c. The anticipated frequency, amount, location, and provider of the services described in item a. above and whether these services are being provided within the standard instructional day for the eligible student.~~

~~If the district and parent hold an IEP meeting to discuss the need for Individualized COVID-19 Recovery Services and do not reach an agreement regarding such services, the district and parent may request a Facilitated IEP meeting. If the district and the parent choose to participate in a Facilitated IEP meeting, the district shall notify ODE.~~

~~Nothing in this section shall affect or otherwise alter a parent's right to seek mediation under OAR 581-015-2335, request a due process hearing under OAR 581-015-2345, a complaint under OAR 581-015-2030, or other parental rights under the procedural safeguards.~~

~~Nothing in this section relieves the district of its duty to create an appropriate IEP for every eligible student, regardless of whether the eligible student requires Individualized COVID-19 Recovery Services.~~

#### 7.6. Agreement to Amend or Modify IEP

Between annual IEP meetings, the district and the parent may agree to make changes in the student's current IEP without holding an IEP meeting. These changes require a signed, written agreement between the district and the parent.

- a. The district and the parent record any amendments, revisions or modifications on the student's current IEP. If additional IEP pages are required these pages must be attached to the existing IEP.
- b. The district files a complete copy of the IEP with the student's education records and informs the student's IEP team and any teachers or service providers of the changes.
- c. The district provides the parent prior written notice of any changes in the IEP and upon request, provides the parent with a revised copy of the IEP with the changes incorporated.

#### 8.7. IEP Team Considerations and Special Factors

- a. In developing, reviewing and revising the IEP, the IEP team considers:

- (1) The strengths of the student and concerns of the parent for enhancing the education of the student;
  - (2) The results of the initial or most recent evaluation of the student;
  - (3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
  - (4) The academic, developmental, and functional needs of the child.
- b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:
- (1) The communication needs of the student; and
  - (2) The need for assistive technology services and/or devices.
- c. As appropriate, the IEP team also considers the following special factors:
- (1) For a student whose behavior impedes their learning or that of others, strategies, positive behavioral intervention and supports to address that behavior;
  - (2) For a student with limited English proficiency, the language needs of the student as those needs relate to the IEP;
  - (3) For a student who is blind or visually impaired, instruction in Braille and the use of Braille unless the IEP team determines (after an evaluation of reading and writing skills, needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of Braille is not appropriate;
  - (4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the student's language and communication mode;
  - (5) If a student is deaf, deafblind, or hard of hearing, the district will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and
  - (6) A statement of any device or service needed for the student to receive a free appropriate public education (FAPE).
- d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:
- (1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)), and updated annually thereafter, the IEP must include:
    - (a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
    - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.

Regarding employment planning, the parent shall be provided information about and opportunities to experience employment services provided by Oregon

Vocational Rehabilitation or the Oregon Office of Developmental Disability Services. These services must be provided in a competitive integrated employment setting, as defined by Oregon Administrative Rule (OAR) 411-345-0020. Information about these services shall also be provided to the parent by the district at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)).

- (2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and
  - (3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.
- e. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary education goals and transition services.

#### 9.8. Incarcerated Youth

- a. For students with disabilities who are convicted as adults, incarcerated in adult correctional facilities and otherwise entitled to FAPE, the following IEP requirements do not apply:
  - (1) Participation of students with disabilities in state and districtwide assessment; and
  - (2) Transition planning and transition services, for students whose eligibility will end because of their age before they will be eligible to be released from an adult correctional facility based on consideration of their sentence and eligibility for early release.
- b. The IEP team may modify the student's IEP, if the state has demonstrated a bona fide security or other compelling interest that cannot be otherwise accommodated.

#### 10.9. Extended School Year Services

- a. The district makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide FAPE, a free appropriate public education (FAPE).
- b. ESY services are:
  - (1) Provided to a student with a disability in addition to the services provided during the typical school year;
  - (2) Identified in the student's IEP; and
  - (3) Provided at no cost to the parent.
- c. The district does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.

- d. The district provides ESY services to maintain the student's skills or behavior, but not to teach new skills or behaviors.
- e. The district's criteria for determining the need for extended school year services include:
  - (1) Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or
  - (2) If no documented evidence, on predictions according to the professional judgment of the team.
- f. "Regression" means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
- g. "Recoupment" means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

#### 11.10. Assistive Technology

- a. The district ensures that assistive technology devices or assistive technology services, or both, are made available if they are identified as part of the student's IEP. These services and/or devices may be part of the student's special education, related services or supplementary aids and services.
- b. On a case-by-case basis, the district permits the use of district-purchased assistive technology devices in the student's home or in other settings if the student's IEP team determines that the student needs access to those devices to receive ~~FAPE~~a free appropriate public education. In these situations, district policy will govern liability and transfer of the device when the student ceases to attend the district.

#### 12.11. Transfer Students

- a. In state:

If a student with a disability (who had an IEP that was in effect in a previous district in Oregon) transfers into the district and enrolls in a district school within the same school year, the district (in consultation with the student's parents) provides ~~FAPE~~a free appropriate public education to the student (including services comparable to those described in the student's IEP from the previous district), until the district either:

- (1) Adopts the student's IEP from the previous district; or
- (2) Develops, adopts and implements a new IEP for the student in accordance with all of the IEP provisions.

- b. Out of state:

If a student transfers into the district with a current IEP from a district in another state, the district, in consultation with the student's parents, will provide ~~FAPE~~a free appropriate public education to the student, including services comparable to those described in the student's IEP from the previous district, until the district:

- (1) Conducts an initial evaluation (if determined necessary by the district to determine Oregon eligibility) with parent consent and determines whether the student meets eligibility criteria described in the OARs.

- (2) If the student is eligible under Oregon criteria, the district develops, adopts and implements a new IEP for the student using the Oregon Standard IEP or an approved alternate IEP.
- (3) If the student does not meet Oregon eligibility criteria, the district provides prior written notice to the parents explaining that the student does not meet Oregon eligibility criteria and specifying the date when special education services will be terminated.

## 12. Abbreviated School Day

“Abbreviated school day” means any school day during which a student with a disability receives instruction or educational services for fewer hours than the majority of other students who are in the same grade within the student’s resident school district.

“Abbreviated school day program” means an education program:

- a. In which a school district restricts access for a student with a disability to hours of instruction or educational services to less than the number of hours of instruction or educational services that are provided to the majority of other students who are in the same grade within the student’s resident school district; and
- b. That results in a student with a disability having an abbreviated school day for more than 10 school days per school year.

Abbreviated school day programs are only allowed when all requirements in state law are met.

Informed and written consent from the parent or foster parent is necessary prior to implementing an abbreviated school day program. A parent or a foster parent may, at any time, revoke consent for the placement of a student on an abbreviated school day program. Revoking consent or objecting to an abbreviated school day program shall be in writing.

Abbreviated school day programs limitations do not apply to students who are exempt per ORS 343.331.

# Hermiston School District 8R

Code: IGBAG  
Adopted: 7/02/09  
Revised/Readopted: 7/10/17  
Orig. Code: IGBAG

## Special Education - Procedural Safeguards\*\*

### Procedural Safeguards – General

A district ensures that students with disabilities and their families are afforded their procedural safeguards related to:

1. Access to students' educational records;
2. Parent and adult student participation in special education decisions;
3. Transfer of rights to students who have reached the age of majority;
4. Prior written notice of proposed district actions;
5. Consent for evaluation and for initial placement in special education<sup>1</sup>;
6. Independent educational evaluation;
7. Dispute resolution through mediation, state complaint investigation, resolution sessions and due process hearings;
8. Discipline procedures and protections for students with disabilities, including placements related to discipline;
9. Placement of students during the pendency of due process hearings;
10. Placement of students by their parents in private schools;
11. Civil actions; and
12. Attorney's fees.

---

<sup>1</sup> If, at any time subsequent to the initial provision of special and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the district: 1) may not continue to provide special education and related services to the child, but must provide prior written notice before ceasing the provision of special education and related services; 2) may not use mediation or due process procedures to obtain an agreement or ruling that the services may be provided to the child; 3) the district will not be considered to be in violation of the requirement to make a free appropriate public education (FAPE) available to the child because of the failure to provide the child with further special education and related services; and 4) the district is not required to convene an individualized education program (IEP) team meeting or develop an IEP for the child for further provision of special education or related services.

## Procedural Safeguards Notice

1. The district provides to parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education, (ODE), at least once per year and upon initial referral or parent request for special education evaluation and when the parent requests a copy. The district also gives a copy to the student at least a year before the student's 18th birthday or upon learning that the student is considered emancipated.
2. The district provides the *Procedural Safeguards Notice* in the parent's native language or other mode of communication unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that the notice is translated orally or by other means understandable to the parent and that the parent understands the content of the notice. The district maintains written evidence that it meets these requirements.

## Parent or Adult Student Meeting Participation

1. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, IEP and educational placement of the student, and the provision of a free appropriate public education (FAPE) to the student.
2. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:
  - a. States the purpose, time and place of the meeting and who is invited to attend;
  - b. Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
  - c. Advises that the team may proceed with the meeting even if the parents are not in attendance;
  - d. Advises the parents or adult students who to contact before the meeting to provide information if they are unable to attend; and
  - e. Indicates if one of the meeting's purposes is to consider transition services or transition services needs. If so:
    - (1) Indicates that the student will be invited; and
    - (2) If considering transition services, identifies any agencies invited to send a representative (with parent or adult student consent).
3. The district takes steps to ensure that one or both parents of a child with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:
  - a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
  - b. Scheduling the meeting at a mutually agreed upon time and place.
4. If neither parent can attend, the district will use other methods to ensure an opportunity to participate, including, but not limited to, individual or conference phone calls or home visits.
5. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.

## **Access to Records**

A parent is entitled at any reasonable time to examine all of the records of the district pertaining to the identification, evaluation and educational placement of their child and the provision of FAPE to their child. Records must be provided without undue delay, which may not exceed 10 business days, as defined in ORS 192.311, 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.

END OF POLICY

---

### **Legal Reference(s):**

[ORS 343.155](#)

[ORS 343.165](#)

[ORS 343.173](#)

[ORS 343.177](#)

[ORS 343.181](#)

[OAR 581-001-0005](#)

[OAR 581-015-2000](#)

[OAR 581-015-2030](#)

[OAR 581-015-2090](#)

[OAR 581-015-2095](#)

[OAR 581-015-2190](#)

[OAR 581-015-2195](#)

[OAR 581-015-2305](#)

[OAR 581-015-2310](#)

[OAR 581-015-2325](#)

[OAR 581-015-2330](#)

[OAR 581-015-2345](#)

[OAR 581-015-2360](#)

[OAR 581-015-2385](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.300, 300.500 - 300.505, 300.515, 300.517.



# Hermiston School District 8R

Code: JBA/GBN  
Adopted: 11/10/14  
Revised/Readopted: 7/24/17; 10/08/18; 7/13/20;  
10/12/20  
Orig. Code: JBA/GBN

## Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

### General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

### OREGON DEFINITION AND PROCEDURES

#### Oregon Definition

Sexual harassment of students, staff members or third parties<sup>1</sup> shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
  - a. Interferes with a student's educational activity or program;
  - b. Interferes with a school or district staff member's ability to perform their job; or
  - c. Creates an intimidating, offensive, or hostile environment.

---

<sup>1</sup> "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) ~~at~~At a school-sponsored activity or program; or 3) ~~off~~Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

3. Assault when sexual contact occurs without ~~the student's, staff member's or third party's consent<sup>2</sup>. because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.~~

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's ~~actions~~action, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

### Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
Jake Bacon	Assistant Superintendent	541-667-6000	jake.bacon@hermistonsd.org

This/~~These~~ individual(s) is/~~are~~ responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. [This person is also designated as the Title IX Coordinator. See JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

### Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to [immediately] report their concerns to district officials, this includes officials such as the principal,

<sup>2</sup> "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

### **Investigation**

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

## No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

## Notice

When a person<sup>3</sup> who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include<sup>4</sup>:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;

---

<sup>3</sup> Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

<sup>4</sup> Remember confidentiality laws when providing any information.

5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
  - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
  - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

### **Oregon Department of Education (ODE) Support**

The ODE will provide technical assistance and training upon request.

### **FEDERAL DEFINITION AND PROCEDURES**

#### **Federal Definition**

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity<sup>5</sup>;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

### **Federal Procedures**

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

### **Reporting**

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

Mr. Bacon is designated as the Title IX Coordinator and can be contacted at 541-667-6000. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this [policyAR](#). The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

---

<sup>5</sup> "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

## Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.<sup>6</sup> The district shall treat complainants and respondents equitably by providing supportive measures<sup>7</sup> to the complainant and by following a grievance procedure<sup>8</sup> prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.<sup>9</sup>

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.<sup>10</sup> The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

## Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and

<sup>6</sup> (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

<sup>7</sup> (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.<sup>7</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

<sup>8</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>9</sup> The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

<sup>10</sup> The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

### **No Retaliation**

Neither the district or any person may retaliate<sup>11</sup> against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

### **Publication**

This policy shall be made available to students, parents of students and staff members. This policy shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

---

### **Legal Reference(s):**

[ORS 243.706](#)  
[ORS 332.107](#)  
[ORS 342.700](#)  
[ORS 342.704](#)  
[ORS 342.708](#)

[ORS 342.850](#)  
[ORS 342.865](#)  
[ORS 659.850](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[OAR 581-021-0038](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

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

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 574 U.S. 274 (1998).

---

<sup>11</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

# Hermiston School District 8R

Code: JBAA  
Adopted: 7/02/09  
Revised/Readopted: 7/24/17  
Orig. Code: JBAA

## Section 504 – Students\*\*

In compliance with the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADA), the district shall ensure that no otherwise qualified individual with disabilities shall, solely by reason of ~~his/her~~ disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity conducted by the district or those provided by the district through contractual or other arrangements. Programs and activities shall be accessible and usable by individuals with disabilities as prescribed by law.

The superintendent will ensure all ~~Section 504-qualified~~ students ~~with disabilities~~ are identified annually who qualify for Section 504. Students will be evaluated by a team of individuals knowledgeable about the student, the meaning of the evaluation data and placement options. Services will be provided as required by law.

The superintendent will develop administrative regulations as needed for the implementation of this policy and to meet the requirements of state and federal law. Regulations will include provisions to ensure notice of the district's responsibilities are provided as required and that procedures are established for students, parents and staff with complaints concerning district compliance with the provisions of law.

END OF POLICY

### Legal Reference(s):

[ORS 192.630](#)  
[ORS 326.051\(1\)\(e\)](#)  
[ORS 343.068](#)  
[ORS 659.850](#)  
[ORS 659.865](#)

[ORS 659A.103](#)  
[ORS 659A.109](#)

[OAR 581-015-2030](#)  
[OAR 581-021-0045](#)

[OAR 581-021-0046](#)  
[OAR 581-021-0049](#)  
[OAR 581-022-2310](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).  
Nondiscrimination on the Basis of Handicap in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 104 (2017).  
Rehabilitation Act of 1973, 29 U.S.C. § § 791, 793-794 (2012).  
Americans with Disabilities Act Amendments Act of 2008.



# Hermiston School District 8R

Code: JBAA-AR  
Revised/Reviewed: 4/24/09; 7/24/17

## Section 504 – Students\*\*

In order to meet the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADA), the following procedures have been established:

### Definitions

1. A student is considered a “qualified individual with disabilities” under Section 504 if **the student**~~he/she~~:
  - a. Has a physical or mental impairment which substantially limits one or more major life activities, even when mitigating measures, such as medication, prosthetics, hearing aids, etc., ameliorate the effects of the disability (e.g., any student receiving services under the Individuals with Disabilities Education Act (IDEA), students with diabetes). The term does not cover students disadvantaged by cultural, environmental or economic factors;
  - b. Has a record or history of such an impairment (e.g., a student with learning disabilities who has been decertified as eligible to receive special education under IDEA, a student who had cancer, a student in recovery from chemical dependencies);
  - c. Is regarded as having such an impairment. A person can be found eligible under this provision if **the student**~~he/she~~:
    - (1) Has a physical or mental impairment that does not substantially limit a major life activity but is treated by the district as having such a limitation;
    - (2) Has a physical or mental impairment that substantially limits a major life activity only as a result of the attitudes of others towards such impairment (e.g., a student who is obese);  
or
    - (3) Has no physical or mental impairment but is treated by the district as having such an impairment (e.g., a student who tests positive with the **HIV<sup>1</sup>human immunodeficiency virus (HIV)** virus but has no physical effects from it).
  - d. Has a qualifying disability that is episodic or in remission.**
2. “Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; ~~and~~ endocrine; or any mental or psychological disorder, such as ~~intellectual disability~~~~mental retardation~~, organic brain syndrome, emotional or mental illness and specific learning disabilities;
3. “Major life activities,” as defined by the ADA, means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, eating,

<sup>1</sup> HIV - Human Immunodeficiency Virus

sleeping, standing, lifting, bending, reading, concentrating, thinking, communicating; and major bodily functions including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, **respiratory, circulatory**~~respirator, circulator~~, endocrine and reproductive functions;

4. "Program or activity" includes all district programs and activities. The district will also ensure that contracts with those who provide services to the district, such as alternative programs, also provide students with disabilities an equal opportunity to participate in the program or activity;
5. "Potentially disabling conditions" under Section 504, if they substantially limit a major life activity, may include, but are not limited to:
  - a. Attention deficit disorder (ADD);
  - b. Behavior disorders;
  - c. Chronic asthma and severe allergies;
  - d. Physical disabilities such as spina bifida, hemophilia and conditions requiring students to use crutches;
  - e. Diabetes.

### **District Responsibilities**

The superintendent or ~~his/her~~ designee will:

1. Provide written assurance of nondiscrimination whenever the district receives federal money in accordance with application guidelines;
2. Designate an employee to coordinate the district's compliance efforts with Section 504;
3. Provide procedures to resolve student, parent and employee complaints of discrimination;
4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the district's policy of compliance with Section 504 prohibiting nondiscrimination in admission or access to or treatment or employment in district programs or activities. District aids, benefits and services will afford students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities, in the most integrated setting appropriate to the student's needs. Notice will specify the employee designated by the district to coordinate the district's Section 504 compliance efforts;
5. ~~Annually identify and locate Section 504 qualified~~ students with disabilities **who are Section 504 qualified** in the district **and** who qualify for services;
6. Annually notify students with disabilities and their parents or guardians of the district's responsibilities under Section 504;
7. Provide parents or guardians with procedural safeguards:
  - a. Notice of their rights under Section 504, including the right to request an impartial hearing as provided by Oregon Administrative Rule (OAR) 581-015-2390;
  - b. An opportunity to review relevant records.

8. Provide all employees assigned to work with a student with specialized needs to assist the student with educational, behavioral, medical, health or disability-related support access to the 504 Plan.

### **Transportation**

1. If the district proposes to terminate transportation services for a student who qualifies for services under Section 504, the district will first determine the relationship between the student's behavior and his/her disability and provide the parent with notice of his/her rights.
2. If the district places a student in a program not operated by the district, the district will ensure that adequate transportation to and from the program is provided at no additional cost to the parent or student than would be incurred if the student were placed in programs operated by the district.

### **Evaluation**

1. The district will conduct an evaluation of any student who, because of a disability, needs or is believed to need accommodations or related services. Such evaluation will be completed by an evaluation team comprised of a group of persons knowledgeable about the student, the meaning of the evaluation data and placement options. The team will be appointed by the superintendent or designee. Such evaluation will be completed before any action is taken with respect to the initial placement of the student in a regular or special education program and any subsequent, significant change in placement.

All employees assigned to work with a student with specialized needs to assist the student with educational, behavioral, medical, health or disability-related support needs of the student must be consulted with when the 504 Plan for the student is being developed, reviewed or revised. This includes being invited to, and compensated for attending, meetings regarding the students 504 Plan and other meetings regarding the student, when the decisions made and issues discussed are related to the responsibilities of the employee to support the student or when the employee has unique information about the student's needs and present level of performance.

2. Tests and other evaluation materials will:
  - a. Be validated and administered by trained personnel;
  - b. Tailored to assess educational need and not merely based on IQ scores;
  - c. Reflect aptitude or achievement. All tests must measure what they purport to measure.

### **Placement**

1. In interpreting evaluation data and making placement decisions, the evaluation team will:
  - a. Draw upon information from a variety of sources;
  - b. Ensure that all relevant information is documented and considered;
  - c. Ensure that the student is educated with students without disabilities to the maximum extent possible.

### **Reevaluations**

1. The evaluation team will periodically reevaluate all students identified as qualified to receive services under Section 504. Minimally, students will be reevaluated every three years.

2. A reevaluation will be conducted by the evaluation team whenever a significant change in placement occurs. Examples of significant changes in placement include, but are not limited to:
  - a. Expulsion;
  - b. Serial suspensions which exceed 10 school days in a school year. Consideration will be given to the frequency of suspensions, the length of each and their proximity to one another;
  - c. Transferring or placing the student in alternative education or other such programs;
  - d. Graduation;
  - e. Significantly changing the composition of the student's class schedule (e.g., moving the student from regular education to the resource room, etc.).

## Discipline

1. Before implementing a suspension or expulsion that constitutes a significant change in the placement of a student with disabilities under Section 504, the evaluation team will conduct a reevaluation of the student to determine whether the misconduct in question is caused by the student's disability and, if so, whether the student's current educational placement is appropriate:
  - a. If it is determined that the misconduct of the student is caused by the student's disability, the evaluation team will continue the evaluation, following the requirements of Section 504 and the (ADA) for evaluation and placement, to determine whether the student's current educational placement is appropriate. Due process procedures that meet the requirements of IDEA may be used to meet the procedural safeguards of law;
  - b. If it is determined that the misconduct is not caused by the student's disability, the student may be excluded from school in the same manner as are similarly situated students who do not have disabilities.
2. When the placement of a student with disabilities under Section 504 is changed for disciplinary reasons, the student and his/her parents are entitled to the procedural protections as specified above. These protections include appropriate notice to parents, an opportunity for their examination of pertinent records, an impartial hearing with the participation of the parents and an opportunity for representation by counsel and a review procedure.
3. The district may take disciplinary action against a student with disabilities under Section 504 who is engaged currently in the use of alcohol or illegal drugs to the same extent that it takes disciplinary action against students not having disabilities. As provided by law, due process procedures specified above will not apply to disciplinary actions arising from the use or possession of alcohol or illegal drugs. Regularly established district due process procedures will, however, be provided.
4. Students with disabilities under Section 504 who are also covered by IDEA will be disciplined in accordance with Board policy JGDA/JGEA - Discipline of Students with Disabilities and the accompanying administrative regulation.

## Complaints

Student, parent or staff complaints of noncompliance with the provisions of Section 504 will be reported to the superintendent or designee and processed in accordance with established district complaint procedures.

# Hermiston School District 8R

Code: JEA  
Adopted: 6/13/16  
Revised/Readopted: 7/24/17; 12/11/17; 2/10/20;  
11/14/22  
Orig. Code: JEA

## Compulsory Attendance\*\*

Except when exempt by Oregon law, all children between ages 6 and 18 who have not completed the 12th grade are required to regularly attend a public, full-time school during the entire school term. Persons having ~~legal~~ control of a child between the ages 6 and 18, who has not completed the 12th grade, are required to ~~send~~~~have~~ the child to school~~attend~~ and maintain the child in regular attendance during the entire school term.

All children five years of age who have been enrolled in a public school are required to attend regularly while enrolled in the public school. Persons having ~~legal~~ control of a ~~child~~~~student~~, who is five years of age and ~~who have~~~~has~~ enrolled the child in a public school, are required to ~~send~~~~have~~ the child to school~~student~~ ~~attend~~ and maintain the child in regular attendance during the school term.

Attendance supervisors shall monitor and report any violation of the compulsory attendance law to the superintendent or designee. [A citation for violation of ORS 339.035 may be issued.]

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

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

### Exemptions from Compulsory School Attendance

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

1. Children being taught in a private or parochial school in courses of study usually taught in kindergarten through grade 12 in the public schools, and in attendance for a period equivalent to that required of students attending public schools.
2. Children proving to the Board's satisfaction that they have acquired equivalent knowledge to that acquired in the courses of study taught in kindergarten through grade 12 in the public schools.
3. Children who have received a high school diploma or a modified diploma.
4. Children being taught, by a private teacher, the courses of study usually taught in kindergarten through grade 12 in the public school for a period equivalent to that required of students attending public schools.
5. Children being educated in the home by a parent, ~~legal~~ guardian or private teacher:
  - a. When a student is taught or is withdrawn from a public school to be taught by a parent, ~~legal~~ guardian or private teacher, the parent, ~~legal~~ guardian or private teacher must notify the Inter-

Mountain Education Service District (ESD) in writing within 10 days of such occurrence. In addition, when ~~such a home-schooled~~ student moves to a new ESD, the parent, **guardian or private teacher** shall notify the new ESD in writing, within 10 days, of the intent to continue home schooling. The ESD shall acknowledge receipt of any notification in writing within 90 days of receipt of the notification. The ESD is to notify, at least annually, ~~the~~ school districts of ~~home-schooled~~ students who **are registered with the ESD and** reside in their district;

- b. Each child being taught ~~as described above by a parent or private teacher~~ shall be examined no later than August 15, following grades 3, 5, 8 and 10:
    - (1) If the student was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew **from public school**;
    - (2) If the child never attended public or private school, the first examination shall be administered prior to the end of grade 3.
  - c. Procedures for homeschooling students with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029;
  - d. Examinations ~~testing each child~~ shall be from the list of approved examinations from the State Board of Education;
  - e. The examination must be administered by a neutral, individual qualified to administer tests on the approved list provided by the Oregon Department of Education;
  - f. The person administering the examination shall score the examination and report the results to the parent **or guardian**. Upon request of the ESD superintendent, the parent **or guardian** shall submit the results of the examination to the ESD;
  - g. All costs for the test instrument, administration and scoring are the responsibility of the parent **or guardian**;
  - h. In the event the ESD superintendent finds that the child is not showing satisfactory educational progress, the ESD superintendent shall follow the guidelines in Oregon Revised Statutes and Oregon Administrative Rules.
6. Children whose sixth birthday occurred on or before September 1 immediately preceding the beginning of the current school year, if the parent or guardian notified the child's resident district in writing that the parent or guardian is delaying the enrollment of their child for one school year to better meet the child's needs for cognitive, social or physical development, as determined by the parent or guardian.
  7. Children who are present in the United States on a nonimmigrant visa and who are attending a private, accredited English language learner program in preparation for attending a private high school or college.
  8. Children excluded from attendance as provided by law.
  9. Children who are eligible military children<sup>1</sup> are exempt up to 10 days after the date of military transfer or pending transfer indicated in the official military order.

---

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

10. An exemption may be granted to the parent or guardian of any child 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, a community college or an alternative education program as defined in ORS 336.615.
11. An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 - 419B.558.

END OF POLICY

---

**Legal Reference(s):**

[ORS 153.018](#)

[ORS 163.577](#)

[ORS 339.010 - 339.095](#)

[ORS 339.139](#)

[ORS 339.990](#)

[OAR 581-021-0026](#)

[OAR 581-021-0029](#)

[OAR 581-021-0076](#)

[OAR 581-021-0077](#)



# Hermiston School District 8R

Code: JEA-AR  
Revised/Reviewed: 9/14/15; 7/24/17; 11/14/22  
Orig. Code: JEA-AR

## Compulsory Attendance Notices [and Citations]\*\*

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

### 1. Attendance Supervisor

The attendance supervisor shall:

- a. Determine ~~whether~~ ~~that the~~ parent or guardian has failed to enroll their child and to maintain the child in regular attendance at a public school. "Regular attendance" means attendance which does not include more than eight unexcused one-half day absences, or the equivalent thereof, in any four-week period in which school is in session;
- b. Provide written compulsory attendance noncompliance notification to the parent or guardian within 24 hours of notification ~~verification~~ of the violation from the proper authority. If the student is an adjudicated ~~a~~ youth ~~offender~~ on parole or probation, at the same time notice is given to the parent or other person, the attendance supervisor shall notify the student's parole or probation officer of the student's absence;
- c. Serve the notification personally or by certified mail. The notification will be written in the ~~home~~ ~~native~~ language of the parent or guardian of the student;
- d. Ensure that notification includes a statement requiring the student to appear at the public school on the next school day following receipt of the notice and to maintain regular attendance for the remainder of the school year;
- e. Ensure that the notification states that the parent or guardian has the right to request an evaluation to determine if the child should have an individualized education program (IEP) or Section 504 plan ("504 plan") or right to, ~~if the child does not currently have an IEP, or~~ request a review of their child's current IEP or 504 plan;
- f. Provide a copy of the notice ~~and pertinent attendance records~~ to the [superintendent or designee<sup>{1}</sup>] at the time notice is given to the parent or guardian.;

The attendance supervisor, ~~Notify the superintendent~~ within three days of knowledge of noncompliance by ~~that~~ the parent or guardian, shall notify the superintendent ~~receiving the notification has not complied with the notice.~~

### 2. [Superintendent or Designee

~~The superintendent or designee will:~~

- a. ~~If after a~~ review of a student's record, ~~attendance records~~ a citation in violation of ORS 339.035 appears warranted, prior to issuing the citation, the superintendent or designee shall provide written notification to the parent or guardian of the student and the student. The notice will be written in the

<sup>1</sup> {OAR 581-021-0077, requires such notice to the superintendent, a principal or other appropriate school official.}

native language of the parent or guardian. The notice will be delivered personally or by certified mail and will state that:

- a. ~~(1)~~The student is required to attend regularly, a ~~school~~ full-time ~~school~~ during the school year;
- b. ~~(2)~~A citation for violation of ORS 339.035 ~~compulsory attendance laws~~ may be issued by the superintendent or designee;  
  
~~(3)The parent has the right to request:  
(a)An evaluation to determine if the student should have an IEP, if the student does not have one; or  
(b)A review of the student's current IEP.~~
- c. The parent or guardian has the right to request an evaluation to determine if the student should have an IEP or 504 plan, if the student does not have one, or a review of the student's current IEP or 504 plan;
- d. ~~(4)~~The parent or guardian and student are required to attend a ~~scheduled~~ conference with the superintendent or designee. The date, time and place of conference will be specified in the ~~notice. This conference may not be scheduled until after an evaluation or review as described in item 3. above, if requested by the parent, has been completed.~~

If an evaluation or review as described in item c. above has been requested, this conference will be scheduled after its completion.]

### 3. [Conference

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

- a. Review Oregon's ~~compulsory~~ attendance law and the student's attendance record;
- b. Determine the reasons for the noncompliance;
- c. Develop a plan for student attendance improvement (i.e., contract, etc.);
- d. Inform the parent and student of other available resources in the district and community, if available;
- e. Discuss the potential consequences for continued ~~compulsory~~ attendance noncompliance, including the potential for the issuance of a citation, if applicable.] ~~and the consequences for violation of the Board's student conduct and truancy policies.~~

### 4. Citation

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

- a. ~~Determine that the parent or guardian has continued to fail to enroll their student in school or maintain the student in regular attendance following a conference or has refused to attend the conference as required;~~
- b. ~~Contact the clerk of the court for the county and determine which court will hear the case and when;~~
- c. ~~Ensure the official representing the district will be available to present evidence of the violation at the time and date specified;~~

- d. ~~Determine whether the local court's interpretation of Oregon Revised Statute (ORS) 339.095 requires the student be named as defendant. Complete form accordingly;~~
- e. ~~Complete Uniform Compulsory Attendance Citation and Complaint form as follows:~~
- ~~(1) Specify appropriate court, district, circuit, municipal or justice;~~
  - ~~(2) Specify when the court will hear the case, including date, time and location of the court appearance at the bottom of the form;~~
  - ~~(3) Provide all pertinent defendant information, including the name and address of the parent or guardian. Only one adult should be named as the defendant;~~
  - ~~(4) Provide all pertinent offense information, including the period of time during which the absences occurred;~~
  - ~~(5) Ensure the minimum number of absences constituting irregular attendance as defined in law has in fact occurred. Excused absences should not be counted for purposes of this citation;~~
  - ~~(6) Provide all pertinent student information including the grade, date of birth, length of time in the district and parent(s) name(s);~~
  - ~~(7) Provide date of superintendent's or designee's prior notification of attendance requirements, consequences including possibility of citation and conference meeting date was sent;~~
  - ~~(8) Ensure that the prior notice was served to the same parent or guardian who is named as the defendant in the citation;~~
  - ~~(9) Provide district name, date, superintendent's name and signature. If the superintendent has designated another district official to issue citations, such delegation will be documented and the delegated official's name and signature will appear on the form;~~
  - ~~(10) Personally serve (not mail) the citation;~~
  - ~~(11) Complete time and date citation was issued, name, title and signature of district official serving the citation;~~
  - ~~(12) Ensure the parent or guardian is provided the citation;~~
  - ~~(13) Ensure the designated court is appropriately notified immediately after the citation is served;~~
  - ~~(14) Ensure the district retains a copy of the citation;~~
  - ~~(15) Consult with district's attorney to assist in these procedures, as necessary.~~
- f. ~~Maintain student attendance records in accordance with applicable education records laws.~~

**Hermiston School District**  
305 SW 11<sup>th</sup> Street, Hermiston, OR 97838  
**Phone: 541-667-6000**

**\*\*\*\*\* ATTENDANCE SUPERVISOR'S NONENROLLMENT NOTICE \*\*\*\*\***

Date \_\_\_\_\_

Parent(s)/Guardian \_\_\_\_\_

Address \_\_\_\_\_

Dear \_\_\_\_\_,  
(Parent/Guardian)

After review of attendance records, your student, \_\_\_\_\_  
\_\_\_\_\_ (student name), is not exempted from compulsory attendance for  
school, under provisions of ORS 339.030, and is not currently enrolled in school.

In accordance with Oregon law, children between ages 6 through 18 must be enrolled in school. Please  
enroll your child at \_\_\_\_\_ School no later than the next school  
day following receipt of this notice and maintain your child in regular attendance for the remainder of the  
school year.

You may request an evaluation to determine if your child should have an individualized education  
program (IEP) or Section 504 plan ("504 plan"); or request a review of your child's current IEP or 504  
plan.

If your child is taught by a parent, guardian or private teacher, you must notify your local education  
service district and comply with ORS 339.035. Your local ESD is: InterMountain Education Service  
District.

If you have questions and/or need assistance, please contact \_\_\_\_\_

at \_\_\_\_\_.

Sincerely,

Principal/Assistant Principal/Dean

**Hermiston School District**  
305 SW 11<sup>th</sup> Street, Hermiston, OR 97838  
Phone: 541-667-6000

\*\*\*\*\* ATTENDANCE SUPERVISOR'S IRREGULAR ATTENDANCE NOTICE \*\*\*\*\*

Date \_\_\_\_\_

Parent(s)/Guardian \_\_\_\_\_

Address \_\_\_\_\_

Dear \_\_\_\_\_,  
(Parent/Guardian)

After review of attendance records, your student, \_\_\_\_\_ (student name), is not maintaining regular attendance at a public school as required by ORS 339.065. "Regular attendance" is defined by Oregon law as attendance which does not include more than eight unexcused one-half day absences or the equivalent thereof in any four-week period school is in session. According to attendance records, your child has had \_\_\_\_\_ unexcused absences from school on the following dates:

\_\_\_\_\_.

Please send your child to school no later than the next school day following receipt of this notice and maintain your child in regular attendance for the remainder of the school year.

You may request an evaluation to determine if your child should have an individualized education program (IEP) or Section 504 plan ("504 plan"); or request a review of your child's current IEP or 504 plan. If you request an evaluation for, an IEP or a review of a current IEP or 504 plan, a conference will be held after such evaluation or review has been completed.

If your child is taught by a parent, guardian or private teacher, you must notify your local education service district and comply with ORS 339.035. Your local ESD is the InterMountain Education Service District.

If you have questions and/or need assistance, please contact \_\_\_\_\_

at \_\_\_\_\_.

Sincerely,

Principal/Assistant Principal/Dean

**Hermiston School District**  
305 SW 11<sup>th</sup> Street, Hermiston, OR 97838  
Phone: 541-667-6000

\*\* SUPERINTENDENT'S NOTICE ~~OF COMPULSORY ATTENDANCE NONCOMPLIANCE~~ \*\*

Date \_\_\_\_\_

Parent(s)/Guardian \_\_\_\_\_

Address \_\_\_\_\_

Dear \_\_\_\_\_,  
(Parent/Guardian)

According to district records, you were notified by the district's attendance supervisor on \_\_\_\_\_ (date) that your child, \_\_\_\_\_ (Name), [is not yet enrolled in school or maintaining regular school attendance] [is not enrolled with the local education service district] as required by Oregon law ~~compulsory attendance laws~~.

Your child was required to appear in school no later than the next school day following your receipt of the notice and to maintain regular attendance for the remainder of the school year. District records indicate your child continues to be absent from a public school. A child is required to regularly attend a full-time school. ~~The superintendent or designee may issue a citation for your continued violation of Oregon's compulsory attendance law.~~

You:

- did not request an evaluation of your student's individualized education program (IEP) or Section 504 plan ("504 plan") or a review of your student's current IEP or 504 plan.
- requested an evaluation to determine if your student should have an IEP or 504 plan.
- requested a review of an existing IEP or 504 plan for your student and the requested evaluation or review was completed on \_\_\_\_\_.

In accordance with law, you and your child are required to attend a conference with \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ to discuss:

- ~~1. Oregon's compulsory attendance law and your child's attendance record;~~
- ~~2. The reasons for your noncompliance;~~
- ~~3.4. The development of a plan for improvement;~~
- ~~4.5. Resources available to help your child be successful in school, referrals to other agencies as may be needed and such alternative education information as may be required by law;~~
- ~~5. Any questions you may have concerning district programs the potential consequences for continued noncompliance with Oregon's compulsory attendance law, as set forth above and resources to help your child attend regularly as provided in Board student conduct and truancy policies.~~

~~Failure to attend this conference or to maintain your child in regular school attendance will result in the issuance of a citation, as provided by law.~~

If your child is taught by a parent, guardian or private teacher, you must notify your local education service district and comply with ORS 339.035. Your local ESD is: InterMountain Education Service District.

If you have questions and/or need assistance, please contact \_\_\_\_\_  
at \_\_\_\_\_.

Sincerely,

Superintendent/Designee



# Hermiston School District 8R

Code: JGA  
Adopted: 7/12/05  
Revised/Readopted: 7/24/17; 6/14/21  
Orig. Code: JGA

## Corporal Punishment\*\*

The use of corporal punishment in any form is strictly prohibited in the district. No student will be subject to the infliction of corporal punishment ~~by any teacher, other student, administrator or other school personnel.~~

“Corporal punishment” is defined as the willful infliction of, or willfully causing the infliction of, physical pain. ~~Corporal~~ As used in this policy, corporal punishment does not include the use of physical force authorized in ORS 161.205 (2), (4) or (5) for the reasons specified therein, ~~or mean~~ physical pain or discomfort resulting from or caused by participation in athletic competition; or other such recreational activity, voluntarily engaged in by a student.

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

A staff member is authorized to employ reasonable physical force upon a student ~~only when and~~ to the extent that the application of physical force is consistent with ORS 339.285 - ~~339.303~~ and is not corporal punishment as defined in ORS 339.250(9). Physical force shall not be used to discipline or punish a student. A staff member found in violation of this policy may be subject to discipline up to and including dismissal. A volunteer found in violation of this policy by administration may be subject to sanctions and/or prohibited from volunteer service in the district.

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

END OF POLICY

---

### Legal Reference(s):

[ORS 161.205](#)  
[ORS 332.107](#)  
[ORS 339.240](#)

[ORS 339.250](#)  
[OAR 581-021-0050 – 0075](#)

[OAR 584-020-0040](#)



# Hermiston School District 8R

Code: **JGAB**  
Adopted: 11/10/14  
Revised/Readopted: 7/24/17; 12/11/17; 10/14/19;  
2/10/20; 11/14/22  
Orig. Code: JGAB

## Use of Restraint or Seclusion\*\*

The Board is dedicated to the development and application of best practices within the district's public educational/behavioral programs. The Board establishes this policy and its administrative regulation to define the circumstances that must exist and the requirements that must be met prior to, during, and after the use of restraint or seclusion as an intervention with district students.

The use of the following types of restraint on a student in the district is prohibited:

1. Chemical restraint.
2. Mechanical restraint.
3. Prone restraint.
4. Supine restraint.
5. Any restraint that involves the intentional and nonincidental use of a solid object<sup>1</sup>, including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.
6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.
7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.
8. Any restraint that impedes, or creates a risk of impeding, breathing.
9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.
10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.
11. Any action designed for the primary purpose of inflicting pain.

The use of a seclusion cell is prohibited.

---

<sup>1</sup> The use of a solid object, including furniture, a wall, or the floor, by district staff performing a restraint is not prohibited if the object is used for the staff's own stability or support while performing the restraint and not as a mechanism to apply pressure directly to the student's body.

Restraint or seclusion may not be used for discipline, punishment, retaliation or convenience of staff, contractors or volunteers of the district.

Restraint may be imposed on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

Seclusion may be used on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

If restraint or seclusion is used on a student, by trained staff or other staff available in the case of an emergency when trained staff are not immediately available due to the unforeseeable nature of the emergency, e.g., teacher, administrator, [or volunteer,] it will be used only for as long as the student's behavior poses a reasonable risk of imminent and substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Students will be continuously monitored by staff for the duration of the restraint or seclusion.

### **Definitions**

1. "Restraint" means the restriction of a student's actions or movements by holding the student or using pressure or other means.

"Restraint" does not include:

- a. Holding a student's hand or arm to escort the student safely and without the use of force from one area to another;
- b. Assisting a student to complete a task if the student does not resist the physical contact; or
- c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:

- (1) Break up a physical fight;
- (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
- (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.

2. "Seclusion" means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. Seclusion includes, but is not limited to, the involuntary confinement of a student alone in a room with a closed door, whether the door is locked or unlocked.

"Seclusion" does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control if the student is in a setting from which the student is not physically prevented from leaving, or a student being left alone in a room with a closed door

for a brief period of time if the student is left alone for a purpose that is unrelated to the student's behavior.

3. "Seclusion cell" means a freestanding, self-contained unit that is used to isolate the student from other students or physically prevent a student from leaving the unit or cause the student to believe that the student is physically prevented from leaving the unit.
4. "Serious bodily injury" means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.
5. "Substantial physical or bodily injury" means any impairment of the physical condition of a person that requires some form of medical treatment.
6. "Mechanical restraint" means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.  

"Mechanical restraint" does not include:

  - a. A protective or stabilizing device ordered by a licensed physician; or
  - b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.
7. "Chemical restraint" means a drug or medication that is used on a student to control behavior or restrict freedom of movement that is not prescribed by a licensed physician or other qualified health professional acting under the professional's scope of practice for standard treatment of the student's medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health professional acting under the professional's scope of practice.
8. "Prone restraint" means a restraint in which a student is held face down on the floor.
9. "Supine restraint" means a restraint in which a student is held face up on the floor.

Any student being restrained or secluded within the district whether in an emergency or as a part of a plan shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must meet the standards as outlined in Oregon Administrative Rule (OAR) 581-021-0568.

~~The district shall utilize the Crisis Prevention Institute (CPI) training program of restraint or seclusion. As required by state regulation, the selected program shall be one approved by the Oregon Department of Education (ODE) and include, but not limited to, positive behavior support, conflict prevention, de-escalation and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and seclusion.~~

The district shall only utilize a training program for restraint or seclusion to train staff and use in the district which has been approved by the Oregon Department of Education (ODE).

The district shall preserve, and may not destroy, any records related to an incident of restraint or seclusion, including an audio or video recording. The records must be preserved in the original format and without alteration in accordance with law.

An annual review of the use of restraint and seclusion during the preceding school year shall be completed and submitted to ODE to ensure compliance with district policies and procedures.

The results of the review and annual report shall be documented and shall include at a minimum:

1. The total number of incidents involving restraint;
2. The total number of incidents involving seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in restraint;
5. The total number of students placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;
7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of restraint and seclusion for each student;
8. The total number of restraint or seclusion incidents carried out by untrained individuals;
9. The demographic characteristics<sup>2</sup> of all students upon whom restraint or seclusion was imposed;
10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be made available to the public at the district's main office and on the district's website, and to the Board.

At least once each school year the parents and guardians of students of the district shall be notified about how to access the report.

The district shall investigate all complaints regarding the use of restraint and/or seclusion practices according to the procedures outlined in Board policy KL - Public Complaints and KL-AR - Public Complaint Procedure. The complaint procedure is available at the district's administrative office and is available on the home page of the district's website.

The complainant, whether an organization or an individual, may appeal a district's final decision to the Oregon Department of Education pursuant to OAR 581-002-0001 - 581-002-0023. [This appeal process is represented in administrative regulation KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction.]

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting, and written documentation of the use of restraint or seclusion by district staff. A staff member who violates this policy or its administrative regulation may be subject to discipline, up to and including dismissal.

END OF POLICY

---

**Legal Reference(s):**

---

<sup>2</sup> Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

ORS 161.205  
ORS 339.250  
ORS 339.285  
ORS 339.288  
ORS 339.291  
ORS 339.294  
ORS 339.297

ORS 339.300  
ORS 339.303

OAR 581-021-0061  
OAR 581-021-0550  
OAR 581-021-0553  
OAR 581-021-0556

OAR 581-021-0563  
OAR 581-021-0566  
OAR 581-021-0568  
OAR 581-021-0569  
OAR 581-021-0570  
OAR 581-022-2267  
OAR 581-022-2370



# Hermiston School District 8R

Code: JGAB-AR  
Adopted: 4/14/14  
Revised/Readopted: 7/24/17; 10/14/19  
Orig. Code: JGD

## Use of Restraint or Seclusion

### Procedure

1. If restraint or seclusion continues for more than 30 minutes, school staff will attempt to immediately notify parents or guardians verbally or electronically.
2. Following an incident involving the use of restraint or seclusion, school staff will provide parents or guardians of the student the following:
  - a. Verbal or electronic notice of the incident by the end of the school day when the incident occurred.
  - b. Written documentation of the incident within 24 hours that provides:
    - (1) A description of the restraint ~~and~~/or seclusion including:
      - (a) The date of the restraint or seclusion;
      - (b) The times the restraint or seclusion began and ended; and
      - (c) The location of the incident.
    - (2) A description of the student's activity that prompted the use of restraint or seclusion.;
    - (3) The efforts used to de-escalate the situation and the alternatives to restraint or seclusion that were attempted.;
    - (4) The names of ~~personnel~~ staff of the district who administered the restraint or seclusion.;
    - (5) A description of the training status of the staff of the district who administered the restraint or seclusion, including any information that may need to be provided to the parent or guardian.;
  - c. Timely notification of a debriefing meeting to be held and of the parent's or guardian's right to attend the meeting.
  - d. Immediate<sup>1</sup>, written notification of the existence of any records<sup>{2}</sup> related to an incident of restraint or seclusion (including photos or audio or video recording).
3. If the restraint or seclusion was administered by a person without training, the administrator ~~district~~ will ensure written notice is issued to the parent or guardian of the student ~~which that~~ includes notice of the lack of training; and the reason restraint or seclusion was administered by ~~why~~ a person

<sup>1</sup> "Immediate" means to act as soon as possible without undue delay, but in no case later than within 24 hours of the incident. (OAR 581-021-0556 (2)(e))

<sup>2</sup> {Such records shall be maintained in accordance with ORS 339.294(9).}

without training ~~administered the restraint or seclusion~~. The administrator will ensure written notice of the same to the superintendent.

4. An administrator will be notified as soon as practicable whenever restraint ~~and/or~~ seclusion has been used.
5. If restraint or seclusion continues for more than 30 minutes the student must be provided with adequate access to bathroom and water every 30 minutes. If restraint or seclusion continues for more than 30 minutes, every 15 minutes after the first 30 minutes, an administrator for the district must provide written authorization for the continuation of the ~~physical~~ restraint or seclusion, including providing documentation for the reason the restraint or seclusion must be continued. Whenever restraint or seclusion extends beyond 30 minutes, ~~personnel~~ staff of the district will immediately attempt to verbally or electronically notify a parent or guardian.
6. A district Restraint and/or Seclusion Incident Report must be completed and copies provided to those attending the debriefing meeting for review and comment. The completed Restraint and/or Seclusion Incident Report Form shall include the following:
  - a. Name of the student;
  - b. Name of staff member(s) administering the restraint or seclusion;
  - c. Date of the restraint or seclusion and the time the restraint or seclusion began and ended;
  - d. Location of the restraint or seclusion;
  - e. A description of the restraint or seclusion;
  - f. A description of the student's activity immediately preceding the behavior that prompted the use of restraint or seclusion;
  - g. A description of the behavior that prompted the use of restraint or seclusion;
  - h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted;
  - i. Information documenting parent or guardian contact and notification.
7. A documented debriefing meeting must be held within two school days after the use of restraint or seclusion. The parent or guardian of the student must be invited to attend the meeting<sup>3</sup>, and the meeting will include; staff members involved in the intervention and any other appropriate personnel. ~~must be included in the meeting~~. The debriefing team shall include an administrator. At the debriefing meeting, the district shall review, in its entirety, any audio or video recording<sup>4</sup> preserved as a record of the incident involving restraint or seclusion in accordance with law. Written notes shall be taken and a copy of the written notes shall be provided to the parent or guardian of the student.

---

<sup>3</sup> "Meeting" means the debriefing meeting at which the audio or video recording will be viewed. (OAR 581-021-0556(9))

<sup>4</sup> [To the extent practicable without altering the meaning of the record, the district shall segregate or redact from such a record any personally identifiable information of other students before disclosure to the student's parent or guardian. If the district is unable to segregate or redact personally identifiable information of other students without altering the meaning of the record, the district shall disclose the record to the student's parent or guardian in its original format and without any alteration. "Disclose" means to inform the student's parent or guardian that the record exists; that the record in its original format and without alteration will be available for review by the parent or guardian privately and in the debriefing meeting; and that a copy of the record will be provided to the student's parent or guardian upon request in its original and unaltered format except to the extent that the redaction is needed to protect the personally identifiable information of another student. (ORS 339.294; OAR 581-021-0556(10))]

The parent or guardian has the right to request another meeting in the event they were unable to attend the debriefing meeting scheduled to be held within two school days of the incident.

8. If serious bodily injury or death of a student occurs in relation to the use of restraint or seclusion, ~~written notification of the incident must be provided to the Department of Human Services within 24 hours of the incident.;~~
  - a. Oral notification of the incident must be provided immediately to a parent or guardian of the student and to the Oregon Department of Human Services (DHS); and
  - b. Written notification of the incident must be provided to DHS within 24 hours of the incident.
9. If serious bodily injury or death of a staff member occurs in relation to the use of restraint or seclusion, written notification of the incident must be provided ~~to the superintendent~~ within 24 hours of the incident ~~to the superintendent, to the Superintendent of Public Instruction and, if applicable,;~~ ~~or~~ to the union representative for the affected person, ~~if applicable.~~
10. The district ~~shall~~ will maintain a record of each incident in which injuries or death occurs in relation to the use of restraint or seclusion.
11. [The district, upon request from DHS regarding an investigation of an incident of restraint or seclusion as suspected child abuse, shall disclose any records preserved to DHS or its designee which are deemed relevant to the subject investigation, in its original format and without any alteration.]

**Restraint and/or seclusion as a part of a behavioral support plan in the student's Individual Education Program (IEP) or Section 504 plan.**

1. Parent participation in the plan is required.
2. The IEP team that develops the behavioral support plan shall include knowledgeable and trained staff, including a behavioral specialist and a district representative who is familiar with the restraint and seclusion training practices adopted by the district.
3. Prior to the implementation of any behavioral support plan that includes restraint and/or seclusion, a functional behavioral assessment must be completed. The assessment plan must include an individual threshold for reviewing the plan.
4. When a behavior support plan includes restraint or seclusion the parents may be provided a copy of the district Use of Restraint or Seclusion policy at the time the plan is developed.
5. If a student is involved in five incidents in a school year, the team, including a parent or guardian of the student, will form for the purpose of reviewing and revising the student's behavior plan and ensuring the provision of any necessary behavioral supports.

**Use of restraint and/or seclusion in an emergency by school administrator, staff or volunteer to maintain order or prevent a student from harming themselves, other students or school staff.**

Use of restraint and/or seclusion under these circumstances with a student who does not have physical restraint and/or seclusion as a part of their IEP or Section 504 plan, is subject to all of the requirements

established by Board policy and this administrative regulation with the exception of those specific to plans developed in an IEP or 504 plan.

# Hermiston School District 8R

Code: JHCA/JHCB  
Adopted: 9/12/16  
Revised/Readopted: 7/24/17; 4/09/18  
Orig. Code: JHCA/JHCB

## ~~Immunezation, Physical Examination, Vision Screening/ Eye Examination and Dental Screening\*\*~~ **Immunezation and School Sports Participation\*\***

### Immunezation

Proof of immunezation must be presented at the time of initial enrollment<sup>1</sup> in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunezation Status form documenting either evidence of immunezation, a religious, philosophical beliefs and/or medical exemption or immunity documentation.<sup>2</sup>

### School Sports Participation ~~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~~ A student participating in extracurricular sports in grades 7 through 12 is ~~athletic programs are~~ required to submit to an appropriate ~~the district a~~ School Sports Pre-Participation ~~participation~~ Examination<sup>3</sup> ~~form~~ prior to their initial participation in a related district ~~athletic~~ program. The form<sup>4</sup> is to be completed and signed by a parent or guardian ~~and physician~~ giving permission for the student to participate and be signed by a medical provider authorized by law<sup>5</sup> who has examined and evaluated the student. The completed form(s) must be returned as directed].

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.~~

<sup>1</sup> 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.

<sup>2</sup> Documentation requirements for exemptions are outlined in ORS 433.267.

<sup>3</sup> The required form is available at , 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. ~~Form available at~~ <http://www.osaa.org/governance/forms>

<sup>4</sup> The form may be used in either a hard copy or electronic format.

<sup>5</sup> 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.<sup>6</sup> 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<sup>7</sup>.

A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a sports~~physical~~ examination once every two years, thereafter.

### ~~Vision Screening or Eye Examination~~

~~The parents or guardians 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~~
- ~~1. Any further examination, treatments or assistance necessary.~~

~~The certification is not required if the parent or guardian provides a statement to the district that:~~

- ~~2. The student submitted a certification to a prior education provider; or~~
- ~~3. The vision screening or eye examination is contrary to the religious beliefs of the student or the parents or guardians 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.~~

---

<sup>6</sup> For more information regarding medical releases for students in grades 9-12, see OSAA rules.

<sup>7</sup> "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. 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 336.479](#)

[ORS 336.485](#) - [ORS 336.490](#)

[ORS 433.235](#) - [433.280](#)

[OAR 333-019-0010](#)

[OAR 333-050-0010](#) - [050-0120](#)

[OAR 581-021-0041](#)

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 (2024).



# Hermiston School District 8R

Code: JHCC  
Adopted: 1/08/08  
Revised/Readopted: 7/24/17; 12/11/17; 10/12/20  
Orig. Code: JHCC

## Communicable Diseases – Students

The district shall provide reasonable protection against the risk of exposure to communicable disease for students. 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). Services will be provided to students as required by law.

A student will not attend school while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that any susceptible student has or has been exposed to any disease for which the student is required to be excluded in accordance with law and per administrative regulation JHCC-AR - Communicable Diseases - Students. If the disease is a reportable disease, the administrator will report the occurrence to the local health department. The administrator will also take whatever reasonable steps it considers necessary to organize and operate its programs in a way which both furthers the education and protects the health of students and others.

The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting.

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

The district shall protect the confidentiality of each student'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 shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

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

END OF POLICY

---

### Legal Reference(s):

[ORS 431.150](#) - 431.157  
[ORS 433.001](#) - 433.526  
[OAR 333-018](#)

[OAR 333-019-0010](#)  
[OAR 333-019-0014](#)  
[OAR 333-019-1000](#)  
[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).



# Hermiston School District 8R

Code: JHCC-AR  
Adopted: 12/11/17  
Revised/Readopted: 10/12/20  
Orig. Code(s): JHCC-AR

## Communicable Diseases – Student

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule and include but are not limited to COVID-19<sup>1</sup>, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator after determining that it poses a danger to the public’s health.
2. “Susceptible” for a child means lacking documentation of immunization required under OAR 333-050-0050.
3. “Reportable disease” means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

### Restrictable Diseases

1. A student of the district will not attend a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19<sup>2</sup>, unless authorized to do so under Oregon law. When an administrator has reason to suspect any child has a restrictable disease, the administrator shall send the student home.
2. An administrator shall exclude a susceptible child from school if the administrator has reason to suspect that a student has been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

<sup>1</sup> Added per OAR 333-019-1000(2).

<sup>2</sup> “Communicable stage of COVID-19” means having a positive presumptive or confirmed test of COVID-19.

3. An administrator shall exclude a student if the administrator has been notified by a local public health administrator or local public health officer that the student has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.
4. A student will be excluded in such instances until such time as the student or the parent or guardian of the student presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505-677.525, a nurse practitioner licensed under ORS 678.375-678.390, local health department nurse or school nurse stating that the student does not have or is not a carrier of any restrictable diseases.
5. The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting. A student may remain in an alternative educational setting until such time as a certificate from a physician, physician assistant, nurse practitioner, local health department nurse or school nurse states that the student does not have or is not a carrier of any restrictable disease, or until such time as a local public health administrator states that the disease is no longer communicable to others or that adequate precautions have been taken to minimize the risk of transmission. A restrictable disease exclusion for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may be removed by a school nurse or health care provider.
6. More stringent exclusion standards for students from school may be adopted by the local health department.
7. The district's emergency preparedness plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

### **Reportable Diseases Notification**

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by the Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that a student or an employee has been exposed to a restrictable disease that is also a reportable disease.
3. An administrator shall determine other persons who may be informed of a student's communicable disease when a legitimate educational interest exists or for health and safety reasons in accordance with law.

### **Education**

1. The administrator or designee shall seek information from the district's school nurse or other appropriate health officials regarding the health needs/hazards of all students and the impact on the educational needs of a student diagnosed with a restrictable disease or exposed to a restrictable disease.
2. The administrator or designee shall, utilizing information obtained above, determine an educational program for such a student and implement the program in an appropriate (i.e., regular or alternative) setting.

3. The administrator or designee shall review the appropriateness of the educational program and the educational setting of each individual student diagnosed with a restrictable disease.

### **Equipment and Training**

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (*See* policy EBBAA).

L

E

T

E



# Hermiston School District 8R

Code: JHCCA  
Adopted: 11/12/13  
Revised/Readopted: 7/24/17  
Orig. Code: JHCCA

## Students - HIV, HBV and AIDS\*\*

The district will adhere strictly in policies and procedures to the Oregon Revised Statutes and the Oregon Administrative Rules as they relate to students infected with HIV or HBV or diagnosed with AIDS<sup>1</sup>.

The district recognizes that a parent, or student if 18 years of age, has no obligation to inform the district of an HIV, HBV or AIDS condition and has the right to attend school.

If the district is informed of such a student, written guidelines shall be requested of the student (parent). These guidelines shall include who may have the information, who will give the information, how the information will be given and where and when the information will be given.

When informed of the infection, and with written permission from the student (parent), the district will develop procedures for formulating an evaluation team. The team shall address the nature, duration and severity of risk as well as any modification of activities. The team shall continue to monitor the student's condition.

Notification of alternative educational programs shall be made to the parent or eligible student if an HIV, HBV or AIDS student withdraws from school.

END OF POLICY

### Legal Reference(s):

[ORS 326.565](#)  
[ORS 326.575](#)  
[ORS 332.061](#)  
[ORS 336.187](#)  
[ORS 339.030](#)

[ORS 339.250](#)  
[ORS 433.008](#)  
[ORS 433.045](#)

[OAR 333-018-0000](#)

[OAR 333-018-0005](#)  
[OAR 581-022-0705](#)  
[OAR 581-022-1660](#)

OREGON SCHOOL HEALTH SERVICES MANUAL: COMMUNICABLE DISEASES APPENDIX IV. GUIDELINES FOR SCHOOLS WITH CHILDREN WHO HAVE BLOODBORNE PATHOGENS, OREGON DEPARTMENT OF EDUCATION 2012.

<sup>1</sup> HIV - Human Immunodeficiency Virus; HBV - Hepatitis B Virus; AIDS - Acquired Immune Deficiency Syndrome



# Hermiston School District 8R

Code:  
Adopted:



JHCCF  
4/09/18

## Pediculosis (Head Lice) (Version 1)

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-lice 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](#)



# Hermiston School District 8R

Code: JHCCF  
Adopted:

## **Pediculosis (Head Lice)** (Version 2)

A student with a suspected case of head lice may be referred to designated trained staff for a screening. The screening will be done in a confidential manner by trained personnel.

School personnel will notify the parent or guardian of a student found with head lice and may provide information on treatment. The student will be allowed to remain in school.

[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.]

END OF POLICY

---

### Legal Reference(s):

[ORS 332.107](#)



# Hermiston School District 8R

Code: JHCCF-AR  
Revised/Reviewed: 4/09/18

D

## 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*<sup>1</sup> 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 readmittance 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 their student to school for readmittance or provide a signed statement that treatment has been initiated;

<sup>1</sup> <http://www.oregon.gov/ode/students-and-family/healthsafety/Documents/commmdisease.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 readmittance. 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 their 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 their student, as required above. A parent is also encouraged to notify the school of their student's condition so that appropriate preventative measures may be implemented at school.

L

E

T

E

# Hermiston School District 8R

Code: JHFE/GBNAB-AR(1)  
Revised/Reviewed: 12/10/12; 7/24/17; 4/09/18;  
10/08/18; 2/10/20; 1/24/22  
Orig. Code: JHFE-AR(1)

## Reporting of Suspected Abuse of a Child

### Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse<sup>1</sup> shall ~~make a orally report or cause an oral~~ report immediately ~~by telephone or otherwise~~ to the ~~local office of the~~ Oregon Department of Human Services (DHS) ~~through the centralized child abuse reporting system~~<sup>2</sup> ~~or its designee~~ or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**<sup>3</sup> with whom the employee is in contact has abused a child shall immediately report ~~in the same manner~~ ~~or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the~~ DHS ~~through~~ ~~or its centralized child abuse reporting system or to a~~ ~~designee or the local~~ law enforcement agency ~~pursuant to ORS 419B.015~~, and to ~~the~~ designated licensed administrator or alternate licensed administrator for their school building.

The report must contain, ~~If if known, the report shall contain~~ the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the Assistant Superintendent who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report;

<sup>1</sup> Includes the neglect of a child; abuse is defined in ORS 419B.005.

<sup>2</sup> [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

<sup>3</sup> "Person" could include adult, student or other child.

date and time that the report was made; and name of district administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave<sup>4</sup> and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not been~~be~~ violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor, agent or volunteer, the district may prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support the report of suspected abuse, the district shall prohibit the contractor agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated<sup>5</sup> and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

## Definitions

---

<sup>4</sup> The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

<sup>5</sup> The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or ~~its designee or~~ law enforcement pursuant to law.

1. Oregon law defines “recognizes these and other types of abuse” in ORS 419B.005(1):
  - a. — Physical;
  - b. — Neglect;
  - c. — Mental injury;
  - d. — Threat of harm;
  - e. — Sexual abuse and sexual exploitation.
2. “Child” means an unmarried person who is under 18 years of age or is under 21 years of age and residing in or receiving care or services at a child caring agency a child in care, as defined in ORS 418.257.
3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

### **Confidentiality of Records**

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

### **Failure to Comply**

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy or this administrative regulation, the employee will be disciplined up to and including dismissal.

### **Cooperation with Investigator**

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator, unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator’s refusal to sign the form. If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;
3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend ~~their~~the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

# Hermiston School District 8R

Code: **KBA-AR**  
Revised/Reviewed: 11/04/08; 7/24/17; 12/11/17;  
4/09/18; 11/14/22

## Public Records

In compliance with Oregon law the following guidelines apply to the dissemination, inspection and examination of the public records of the district:

1. A public records request shall be submitted in writing through the <sup>{1}</sup>superintendent's office at 305 SW 11th Street, Hermiston, Oregon 97838-2103.
2. Upon receipt of a written request, the district shall respond within five business days<sup>2</sup> acknowledging receipt of the request or completing<sup>3</sup> the district's response to the request. If the district provides an acknowledgment of the request, it must:
  - a. Confirm that the district is the custodian of the requested record;
  - b. Inform the requester that the district is not the custodian of the requested record; or
  - c. Notify the requester that the district is uncertain whether the district is the custodian of the requested record.
3. If the district is the custodian of the requested record, as soon as reasonably possible but not later than 10 business days after the date the district is required to acknowledge receipt of the request as described above, the district shall:
  - a. Complete its response to the public records request in accordance with ORS 192.329(2). If the district determines that a record is exempt from public disclosure, the district will include a statement to that effect and that the requester may appeal the decision pursuant to state law; or
  - b. Provide a written statement that the district is still processing the request and a reasonable estimated date by which the district expects to complete its response based on the information currently available.
4. The time periods, established by Oregon law and identified above in Section 2 or 3, will not apply to the district if compliance would be impracticable because:

<sup>1</sup> {ORS 192.324(7) requires a public body to include the name of one or more individuals to whom a public records request may be sent, with addresses, in written procedures. If the district does not have other written procedures which includes this required designation besides a KBA-AR, add the required name(s) here per ORS 192.324(7).}

<sup>2</sup> "Business day" means a day other than Saturday, Sunday or a legal holiday, and on which at least one paid employee of the district is scheduled to and does report to work. Business day does not include any day on which the central administration offices of the district are closed.

<sup>3</sup> The district response to a public records request will be considered complete when it complies with criteria in Oregon law (ORS 192.329).

- a. The staff or volunteers<sup>4</sup> necessary to complete a response to the public records request are unavailable;
- b. Compliance would demonstrably impede the district's ability to perform other necessary services; or
- c. Of the volume of the public records request being simultaneously processed by the district.

In these situations, the district shall, as soon as practicable and without unreasonable delay, acknowledge a public records request and complete the response to the request.

5. The district may request additional information or clarification from the requester for the purpose of expediting the district's response to the request as permitted by law. If the district requests additional information or clarification, in good faith, the obligation to complete the request is suspended until the requester provides the requested information or clarification or affirmatively declines to provide the information or clarification. If the requester fails to respond within 60 days to a good faith request from the district for information or clarification, the district shall close the request.
6. If a copy of a public record is requested, the district will provide a single copy. If a request to inspect a public record is made and the record is maintained in a machine readable or electronic form, the custodian shall provide the record in the form requested, if available. If the public record is not available in the form requested, it will be made available in the form the record is maintained. If a person who is a party to a civil judicial proceeding to which the district is a party or who has filed a notice under Oregon Revised Statute (ORS) 30.275(5)(a) asks to inspect or to receive a copy of a public record that the person knows relates to the proceeding or notice, the individual must submit the request in writing to the designated custodian of district records and at the same time to the district's attorney.
7. Information will be made available to individuals with disabilities in an accessible format upon request and advance notice. Auxiliary aids and services available to qualified persons with disabilities may include large print, Braille, audio recordings, readers, assistance in locating materials or other equally effective accommodations.

8. Where the labor effort exceeds [30 minutes], labor, material and out-of-pocket charges will be ~~reimbursed to the district~~ charged to the requester.

~~[Labor will be calculated at the hourly rate of the employee affected. Materials and out-of-pocket charges will be reimbursed at the established rate of \$.25 per page.]~~

Costs will be as follows:

- a. Clerical time: \$40 per hour;
- b. Administrator time: \$90 per hour;
- c. Attorney time: \$300 per hour;

<sup>4</sup> Staff member or volunteers who are on leave or are not scheduled to work are considered to be unavailable.

<sup>5</sup> {ORS 192.324(7) requires the public body to include "the amounts of and the manner of calculating fees that the public body charges for responding to requests of public records." If the district does not have other written procedures which include this required information besides a KBA-AR, add this information here. Dollar amounts should be reviewed to reflect actual district costs.}

d. Printing: \$0.25 per page.]

Auxiliary aids and services for qualified persons with disabilities will be available at no additional charge.

If the district has informed the requester of a permitted fee, the obligation of the district to complete its response to the request is suspended until the fee has been received by the district. If the requester fails to pay the fee within 60 days of the date they were informed of the fee or fails to pay the fee within 60 days of the date on which the district informed them of the denial of the fee waiver, the district shall close the request.



**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**SUPERINTENDENT'S RECOMMENDATION**

**11. Consent Item:** Superintendent's Office

**11.4.2. TOPIC:** 2024-25 School Board Calendar

It is recommended. . . . .

**RECOMMENDATION:**

. . . . . that the Board of Education designates the provided dates as regular meeting dates for the Board of Education for the 2024-2025 school year. Meeting times shall begin at 6:30 p.m.

*Monday July 8, 2024*

*Monday August 12, 2024*

*Monday September 9, 2024*

*Monday October 14, 2024*

*Monday November 18, 2024*

*Monday December 9, 2024*

*Monday January 13, 2025*

*Monday February 10, 2025*

*Monday March 10, 2025*

*Monday April 14, 2025*

*Monday May 12, 2025*

*Monday June 9, 2025*

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**SUPERINTENDENT'S RECOMMENDATION**

**11. CONSENT:** Human Resources Department

**11.5. TOPIC:** Confidential Contract

It is recommended. . . . .

**RECOMMENDATION:**

. . . . . that the Board of Education approve adjustments to the Confidential contract.

The tentative agreement includes:

- Term: 2 years
- CPI:
  - 7% increase year 1
  - 5% increase year 2

**rcd**

AGREEMENT  
BETWEEN  
CONFIDENTIAL EMPLOYEES  
AND  
HERMISTON SCHOOL DISTRICT 8R  
2024-2026

This guiding schedule, established by the Hermiston School District Board, declares the following positions as Confidential and provides for a said schedule of benefits from the period of July 1, 2024, through June 30, 2026.

**POSITIONS STIPULATED AS CONFIDENTIAL:**

- Payroll Specialist
- Accounts Payable Clerk

**EVALUATIONS**

Confidential employees shall receive a minimum of one formal evaluation each year.

**HOLIDAYS**

Paid holidays for confidential employees will be:

Twelve Month Employees - 260 days

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**VACATIONS**

Confidential employees will be awarded twenty (20) days of vacation at the start of each fiscal year and carry forward from one year to the next up to ten (10) unused vacation days. Up to five days beyond the carry-over may be purchased yearly. The purchase of unused vacation days will occur on the last business day of June each year. The fiscal vacation award will be prorated for mid-year hires.

**BENEFITS:**

**ARTICLE I - PERS**

The School District agrees that:

1. The required PERS contribution of 6% of salary for all confidential employees will be paid by the district.

**ARTICLE II – INSURANCE**

1. The district agrees to pay up to \$1,700 per month for the duration of this contract for health insurance coverage and a \$10,000 life insurance policy (subject to OEBC regulations).

Terminating employees who have been employed six months or longer shall have 30 days' continued benefits from the date of the last paycheck. Employees of less than six months' duration will have benefits cancelled immediately upon termination.

2. If an employee dies, the medical contributions shall be made payable to the survivors through the carrier. Such payments shall continue through the end of the current contract year.

3. HRA/VEBA:

*“Maximum District contribution amount” will be defined as follows: the maximum allowable insurance benefit available to an employee in accordance with this agreement.*

Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB), and the Internal Revenue Service (state and federal), eligible employees who choose health (medical, dental and/or vision) insurance plans with a total monthly premium cost that is at least \$50 less than the employee’s maximum District contribution amount may receive up to 55% of the difference between the actual premium cost and the employee’s maximum District contribution amount as a contribution toward a Health Reimbursement Arrangement (HRA) for which the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee.

Subject to the rules and regulations of the insurance carrier, OEBB, and the IRS, eligible employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution toward insurance premiums, may receive 55% of the employee’s maximum District insurance contribution as a contribution toward a District Sponsored Health Reimbursement Arrangement (HRA) as long as such contribution would not create disadvantageous tax consequences for the District or the employee.

Eligible employees who do not maintain and provide proof annually of another employer-sponsored group medical plan will not be permitted to opt-out of District-sponsored group insurance coverage.

5. HSA:

*“Maximum District contribution amount” will be defined as follows: the maximum allowable insurance benefit available to an employee in accordance with the agreement.*

Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB), and the Internal Revenue Service (state and federal), eligible employees who choose the HSA Plan with a total monthly premium cost that is at least \$50 less than the employee’s maximum District contribution amount may receive up to 55% of the difference between the actual premium cost and the employee’s maximum District contribution amount as a contribution toward a district identified Health Savings Account for which the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee.

Eligible employees must meet all requirements specified by OEBB, their subsidiaries, and the selected HSA vendor, and is responsible for plan eligibility and compliance. The employee will be required to sign a hold harmless statement indemnifying the District.

**ARTICLE III - SICK LEAVE**

First Year of Employment - confidential employees will accumulate one day of sick leave per month worked, credited on the first day of employment. (Day being equivalent to hours worked per day.)

After First Year of Employment - confidential employees will accumulate 12 days of sick leave on the first day of employment in the new fiscal year.

**ARTICLE IV - FAMILY/BEREAVEMENT LEAVE**

A maximum of seven (7) paid days Family/Bereavement Leave will be allowed for illness or death in the family. Members of the family are defined as follows: spouse, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, grandparents, grandparents-in-law, grandchildren, step-children, step-siblings, wards and relatives living in the immediate household. One day of Family/Bereavement Leave for others not listed may be granted.

Family/Bereavement leave is not accumulative.

**ARTICLE V - PERSONAL LEAVE**

Each employee will be given two (2) personal/business leave days per year. At the conclusion of each school year the employee may carry forward no more than one unused personal leave day of the two (2) leave days allotted. Personal leave will be permitted to accumulate up to five (5) days.

**ARTICLE VI - DISABILITY LEAVE**

Temporary disability leave without pay, not to exceed six months, may be granted for extended illness or extended absence due to injury. Application for such leave will be given in writing to the employee’s supervisor.

**ARTICLE VII- INCENTIVE FOR RETIREMENT UNDER THE PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)**

**Eligibility:** An employee hired before July 1, 2002 with ten or more years of continuous service with the District immediately preceding his/her retirement shall be eligible for the following benefit if they are fifty-five (55) or more years of age or have at least 30 years of creditable service in the Public Employees Retirement System (PERS).

**Benefit:** Under the following schedule, the retired employee may use the cap to purchase two party medical insurance for the retired employee and spouse under the District’s group insurance program:

<u>Retirement Date .....</u>	<u>Permanent Monthly CAP Amount</u>
Retires on or after July 1, 2021 .....	..... 400 cap

The District will pay for such coverage for a period of up to seven (7) years but not later than the month in which the retired employee qualifies for the Federal Social Security Medical Coverage and/or unreduced Social Security retirement benefits, whichever is earlier.

In the event of the death of the retired employee prior to coverage under Medicare, the District, if the surviving spouse of the retired employee is at the time of the death not covered by Medicare, shall pay the monthly premium incident to covering such spouse until such time as the retired employee would have become covered by Medicare or the spouse becomes covered by Medicare, whichever occurs first.

There is no annuity option in lieu of medical insurance coverage under the retirement program.

- C. **Notice:** An employee planning to take early retirement through this Article must give notice to the Superintendent of Schools at least sixty (60) calendar days prior to his/her retirement date.

**COMPENSATION:**

**ARTICLE I - OVERTIME**

Overtime, as approved in advance by the supervisor, will be at the rate of one and one-half the hourly rate.

**ARTICLE II - ELECTRONIC DEPOSIT**

Confidential employees will be required to participate in the District’s electronic deposit program.

**ARTICLE III - TRAVEL AND PER DIEM**

Approved travel and per diem shall be reimbursed at the District established rate.

**ARTICLE IV – POSITION REVIEW**

When an employee believes his/her salary is significantly different than someone performing a like job, the employee may request a review of his/her salary by submitting that request in writing to the Assistant Superintendent/Human Resources. The employee’s written request shall include a letter stating the reason for the request and supporting information (i.e. district job description and suggested modifications based on current non-identified duties, other district’s job descriptions).

**ARTICLE V – SALARY**

**2024-2025 Confidential Employees Salary Schedule**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Payroll Specialist	\$31.71	\$32.51	\$33.32	\$34.14	\$35.00	\$35.88	\$36.78
Accounts Payable Clerk	\$25.05	\$25.68	\$26.32	\$26.97	\$27.65	\$28.34	\$29.05

**2025-2026 Confidential Employees Salary Schedule**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Payroll Specialist	\$33.30	\$34.14	\$34.99	\$35.85	\$36.75	\$37.67	\$38.62
Accounts Payable Clerk	\$26.30	\$26.96	\$27.64	\$28.32	\$29.03	\$29.76	\$30.50

After serving a minimum of two years on step 7 in the employee’s current position, the employee will be awarded an additional \$.50 per-hour longevity starting the following fiscal year.

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Confidential Employees Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**SUPERINTENDENT'S RECOMMENDATION**

**11.0. CONSENT ITEMS**

**11.6. TOPIC:** Classified Working Agreement

It is recommended. . . . .

**RECOMMENDATION:**

.....that the Board of Education ratify the tentative agreement with the Oregon School Employees Association, Chapter 10, and approve a two-year contract, for the 2024-2026 school years.

**Draft Motion:** "I move that the Board of Education ratify the tentative agreement with the Oregon School Employees Association, Chapter 10, and approve a two-year contract, for the 2024-2026 school years.

The tentative agreement includes:

- Term:           2 years
- CPI:
  - 7.5% increase year 1
  - 5%    increase year 2

Motion for approval: Made by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Motion for rejection: Made by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Motion for further consideration: Made by \_\_\_\_\_ Seconded by \_\_\_\_\_

# COLLECTIVE BARGAINING AGREEMENT

between

**HERMISTON SCHOOL DISTRICT SR**



and the

**OREGON SCHOOL EMPLOYEES ASSN.**

A Member's Union

**OSEA**

AFT Local 6732

**CHAPTER 10**

**2024-2025**

**2025-2026**

**TABLE OF CONTENTS**

ARTICLE 1 GENERAL DEFINITIONS .....3

ARTICLE 2 RECOGNITION .....3

ARTICLE 3 ASSOCIATION PRIVILEGES AND RESPONSIBILITIES .....4

ARTICLE 4 MANAGEMENT RIGHTS .....5

ARTICLE 5 EMPLOYEES .....5

ARTICLE 6 PERSONNEL RECORDS .....6

ARTICLE 7 DISCIPLINE .....6

ARTICLE 8 GRIEVANCE PROCEDURE .....7

ARTICLE 9 SALARY .....8

ARTICLE 10 SALARY ADJUSTMENTS .....10

ARTICLE 11 WORK WEEK/VACANCIES .....11

ARTICLE 12 PAYROLL PERIODS AND DEDUCTIONS .....12

ARTICLE 13 LEAVES .....12

ARTICLE 14 HOLIDAYS .....13

ARTICLE 15 VACATIONS .....13

ARTICLE 16 INSURANCE .....14

ARTICLE 17 RETIREMENT BENEFITS .....15

ARTICLE 18 TUITION REIMBURSEMENT .....16

ARTICLE 19 TRAVEL AND PER DIEM .....17

ARTICLE 20 REDUCTION IN FORCE .....17

ARTICLE 21 STRIKE PROVISION .....18

ARTICLE 22 DURATION AND EFFECT OF COLLECTIVE BARGAINING AGREEMENT .....19

APPENDIX A .....20

APPENDIX B .....21

APPENDIX C .....22

**ARTICLE 1 GENERAL DEFINITIONS**

- 1.1 Agreement: This Collective Bargaining Agreement (CBA).
- 1.2 Association (also Chapter): The Oregon School Employee Association {OSEA}, Hermiston Chapter 10, whose members are classified employees of the Hermiston School District.
- 1.3 Board: The elected and sitting Board of Education, or Board of Directors, of the Hermiston School District.
- 1.4 District: Umatilla County School District SR, a public agency known as Hermiston School District.
- 1.5 State Law (also Oregon Law): The Oregon Revised Statutes {ORS}, Oregon Administrative Rules {OAR}, and decisions of the appropriate courts and regulatory agencies bearing thereon.
- 1.6 Workweek: The designated seven (7) day workweek shall fall between 12:00 A.M. Monday and 11:59 P.M. Sunday.
- 1.7
 

<u>Work Days</u>	<u>Months</u>
240 & above	12 month employee
<b>218-239</b>	11 month employee
196-217	10 month employee
0-195	9 month employee
- 1.8 Flex Time: When an employee, under the direction and approval from their supervisor, is required to adjust their regular workday hours within a given workweek.

**ARTICLE 2 RECOGNITION**

- 2.1 The Board recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and related conditions of employment as set forth in Oregon law for regular classified employees. Excluded are the following:
  - A. Part-time employees (employees who work less than half-time)
  - B. Supervisory employees
  - C. Confidential employees as defined by ORS 243.650 (6)
  - D. Temporary employees
  - E. Daily substitutes
  - F. Long-term substitutes
  - G. Summer hires
- 2.2 For the purpose of this Article:
  - A. A temporary employee is one newly hired by the District for a specific, short-term task for ninety (90) calendar days or less.

- B. A long-term substitute is one who is newly hired to replace a bargaining unit employee on approved leave of absences for a period of up to one (1) year.
- C. A summer hire is one who is hired to work during the summer recess (May-September).

**ARTICLE 3 ASSOCIATION PRIVILEGES AND RESPONSIBILITIES**

- 3.1 The Association shall represent and negotiate for all classified employees who are designated by the Employment Relations Board as members of the bargaining unit equally and without discrimination.
- 3.2 The Association or its committees will be allowed to use the facilities of District BR for meetings with the approval of the appropriate administrator.
- 3.3 The Association will be allowed to communicate with their membership via the District's electronic communications system in accordance with Board Policy IIBGA.
- 3.4 The Association will be provided reasonable bulletin board space for classified personnel communications of a routine nature.
- 3.5 OSEA, Hermiston Chapter 10, will be given a bank of eight (8) days sixty-four (64) hours with pay to attend Association conferences or conventions directly related to their occupational interests. Permission for such leaves will be considered on the basis of the following:
  - A. Participation in the Association activity will be beneficial to the District and its programs.
  - B. Chapter officers will be given priority.
  - C. Absence of the staff member will result in minimum disruption of his/her District assignment.
  - D. Requests for leave should be submitted in the Absence Management system to the administration approximately two (2) weeks before the date of leave. If approved, the employee shall receive compensation for the duration of the leave. Full pay shall be based on the scheduled working day(s) for the employee.
  - E. Additional Association paid release time for Association business shall be by mutual consent of the Association and the District. Requests for release time must be made five (5) calendar days prior to the proposed leave date.
- 3.6 Negotiations and grievance matters shall normally occur outside the working day. A classified employee engaged in negotiations on behalf of the Association with any representative of the District or participating in any professional grievance negotiations during the school day shall be released from regular duty without loss of pay.
- 3.7 The Association will be consulted in the planning of the school calendar.
- 3.8 A professional development committee that consists of OSEA members and administration will meet on a quarterly basis to plan out activities for annual professional development trainings for classified staff.
- 3.9 When an employee is working outside of the normal school hours, his/her supervisor shall allow an adjustment to their regular hours to accommodate the attendance of Association meetings.

## **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.1 It is recognized that the Board has and will continue to retain the right and responsibility to operate and manage the school system and its programs, facilities, properties and educational activities of its employees.
- 4.2 Without limiting the generality of Article 4.1, it is expressly recognized that the Board's operational and managerial rights include:
- A. The right to determine the location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close facilities;
  - B. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations;
  - C. The determination to manage and organize each school or facility in the system;
  - D. The maintenance of discipline and control and use of the school system's property and facilities;
  - E. The determination of safety, health, and property protection measures where legal responsibility of the District or another governmental entity is involved;
  - F. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time, not in conflict with this Agreement;
  - G. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, discipline, or transfer employees; and to promote employees to supervisory, management, or administrative positions;
  - H. The creation, combination, modification, or elimination of any classified position;
  - I. The determination of the size of the workforce, the allocation and assignment of work to employees, the establishment of quality standards, and the evaluation of employee performance.
- 4.3 The District can act on functions and rights not specifically nullified by this Agreement.

## **ARTICLE 5 EMPLOYEES**

- 5.1 As soon as practicable, new employees shall receive a copy of their Job Description, directions on how to access the Collective Bargaining Agreement online, and Notification of Employment. A new employee will have a training period in which the job and required work standards are thoroughly explained and demonstrated by the lead person and/or appropriate personnel. The supervisor shall maintain a written record of such training.
- 5.2 New Employee Orientation. A mutually agreed upon time will be set aside for employee orientation at the beginning of each new school year or within thirty (30) days of the employee start date. If the Association representative is an employee of the District, the representative shall be given time to make a presentation.
- 5.3 Each employee hired into the bargaining unit shall serve a probationary period of six (6) months, and may not be dismissed, demoted, or suspended without just cause. This provision is grievable only to the school board, which is the final decision, and not to arbitration or through an Unfair Labor Practice (ULP) to the Employment Relations Board.

An employee must be evaluated no less than sixty (60) days before the end of the probationary period. If the supervisor fails to evaluate, employment continues.

- 5.4 Each employee shall receive a minimum of one (1) formal evaluation each year from his/her immediate supervisor/administrator.

#### **ARTICLE 6 PERSONNEL RECORDS**

- 6.1 Excluding routine documents as identified in OAR 166-400-0050(7), an employee's personnel records in the bargaining unit shall not include derogatory information that does not bear the employee's signature or initials indicating that the employee has been shown the material. If the employee has not initialed such material, a witness must verify that such material has been presented to the employee for examination. An employee shall have the right to attach a written statement of explanation to any material which he/she believes to be incorrect or derogatory toward him/her.
- 6.2 An employee's personnel records shall be available for inspection upon his/her request during regular office hours.
- 6.3 Material placed in an employee's personnel records without following the above provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.

#### **ARTICLE 7 DISCIPLINE**

- 7.1 No employee who has successfully completed the probationary period shall be terminated or disciplined without due process.
- 7.2 If, in the opinion of the immediate supervisor, the employee's performance is unsatisfactory, the following procedure will be followed:
- A. Following a performance evaluation and determination that the employee's job performance is unsatisfactory, a plan of assistance will be developed for the employee, indicating the job deficiencies and the action that the employee needs to take to improve his/her performance to a satisfactory level for each deficiency.
  - B. The plan of assistance will identify a reasonable length of time (not less than three (3) weeks) for the employee to improve his/her performance. During this time, periodic evaluations will be made by the administrator and/or the employee's supervisor, and the employee will be informed of the results.
  - C. At the end of the evaluation period, the employee's performance will again be evaluated, and a determination will be made as to whether or not performance has improved to a satisfactory level.
  - D. If the employee's performance has not improved to a satisfactory level, the employee's immediate supervisor may recommend suspension without pay, demotion, involuntary reassignment/transfer or dismissal. All information forming the basis of the dismissal action will be made available to the employee upon the employee's request.
  - E. Regular employees have the right to a review of their dismissal, suspension, or demotion under the provisions of the formal grievance procedure included in this Agreement (Article 8).

7.3

- A. In the event of an allegation of misconduct, unless otherwise stipulated by state or federal law, the employee may be suspended with pay, immediately from employment until such charges are investigated by the District and a decision is made to continue or terminate employment. If the employee is cleared of the allegations of misconduct, the affected employee will be immediately reinstated without loss of pay or other benefits. If the allegations are upheld, the employee may be terminated. Investigation and a decision concerning the allegations of the suspended employee will not exceed fifteen (15) working days from the time of suspension.
  - B. In the event of repeated (more than once) violations of employee attendance or leave policies, the employee may be suspended with pay until such violations of attendance policies are investigated by the District and a decision is made to discipline the employee.
- 7.4 The employee shall have the right to have a representative of his/her choice at any meeting with a supervisor or the Board in which the employee believes might result in discipline. The employee will be given advanced notice to obtain representation.
- 7.5 Upon request, the employee will be granted a hearing before the Board as described in Article 8.4.D.
- 7.6 Verbal Reprimand/Criticism. A verbal reprimand will be made in confidence and not in the presence of others. If an employee feels he/she must criticize his/her supervisor, the criticism will be made in confidence and not in the presence of others.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

- 8.1 For the purpose of this article:
- A. A grievance is a claim by a classified employee or the Association based upon the interpretation, application, or violation of this Agreement.
  - B. An aggrieved is a classified employee, group of classified employees, or the Association filing the grievance.
  - C. Days are the days the District is open for business.
- 8.2 There shall be no restraint, coercion, interference, discrimination, or reprisal exerted by either party on any employee concerning the filing of a grievance.
- 8.3 A grievance relates to a claim of improper and/or inequitable application or interpretation of the Agreement. The authority to resolve grievances at the District level lies within the province of the Board. This procedure is provided as a proper channel for the adjustment of grievances.
- 8.4 Grievances shall be processed as rapidly as possible. The number of days indicated at each step are District business days and shall be considered as maximum. Under unusual circumstances, time limits may be extended by mutual consent of both parties.

A. Step One

Informal Conference: An employee who has a grievance may notify his/her immediate administrative supervisor (hereinafter called "Administrator"). The administrator and the aggrieved shall identify the problem, clarify the conditions related to it, and attempt to resolve the problem in an informal manner.

B. Step Two

The aggrieved may, within five (5) days following the informal conference, state the grievance in writing and the administrator shall respond with his/her decision to the grievance in writing within 5 days.

C. Step Three

Appeal to the Superintendent or his/her designated representative: The aggrieved may appeal the decision rendered under Step Two to the Superintendent. Such an appeal shall be filed within ten (10) days after the aggrieved receives the written decision as provided under Step Two. The Superintendent or his/her designated representative shall render a decision in writing within five (5) days after the appeal is filed. This time limit shall be extended to ten (10) days if the Superintendent or his/her designated representative chooses to hold a hearing.

D. Step Four

Appeal to the Board: The aggrieved may within ten (10) days following receipt of the decision under Step Three, appeal to the Board. The Board shall grant a hearing within twelve (12) days and deliver their decision in writing within three (3) days following the hearing.

- 8.5 Right of Representation: At Step One, the aggrieved employee shall be entitled to be accompanied by and/or be represented by a member of the Association. At Step Two and each subsequent step, the aggrieved shall be entitled to be accompanied by and/or be represented by up to two (2) persons of his/her choice.
- 8.6 Time Limit for Initiating Proceedings-If the initial request for review of a grievance is not made within twenty (20) calendar days after the act or conditions on which the grievance is based became known, the grievance shall be considered as waived.
- 8.7 Group Grievance-If two (2) or more classified employees have the same grievance, a group grievance may be presented and processed as a single grievance under these provisions.
- 8.8 Disposition of Records-All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the aggrieved.

**ARTICLE 9 SALARY**

- 9.1 Salaries for the classified employees in the bargaining unit are indicated in the attached salary schedule (Appendix A) and by this reference incorporated herein.
- 9.2 Salaries, as indicated on the salary schedule, shall be for the term of this Agreement.
- 9.3 After serving at least one (1) year on step 8 and after serving nine (9) consecutive years in the district, the employee will be awarded seventy-five cents (\$.75) per hour longevity starting the following fiscal year. After fourteen (14) years, longevity pay is (one dollar) (\$1.00) per hour. After nineteen (19) years, longevity pay is (one dollar and twenty-five cents (\$1.25) per hour. After twenty-four (24) years, longevity pay is (one dollar and fifty cents (\$1.50) per hour.

Years of Service  
(after serving one year on Step 8 and nine consecutive years)

10 -14 years

Longevity Rate

\$0.75

DRAFT

15 - 19 years	\$1.00
20 - 24 years	\$1.25
>25 years	\$1.50

- 9.4 All working periods will be listed on the Classified Employee Notification.
- 9.5 All hourly rates of pay will be converted to annual totals and pro-rated over each employee's working months to enable all employees in the bargaining unit to receive a balanced paycheck.
- 9.6 Promotion: Promotion shall be defined as the movement of an employee, upon the recommendation of his/her supervisor, from one category to another. An employee promoted by the District to a higher category shall be moved to the new step in the new category that is the next higher than his/her present rate. All promotion recommendations shall be submitted to the personnel office by April 15 and, if approved, will take effect on July 1 of the ensuing school year. The following positions will be covered under this language:

Maintenance I and Maintenance II  
Groundsperson I and Groundsperson II

- 9.7 Upward Transfer: Employees who transfer to a higher category will be placed at the next higher step that is at least twenty-five cents (\$.25) per hour more than his/her current rate of pay.
- 9.8 Voluntary Downward Transfer: Employees who choose to transfer to a position that is at a lower rate of pay will move to the same step in that new category. For example, if an employee is at a Category C, Step 5 and transfers to a position in Category A, he/she will move to Step 5 of that new category.
- 9.9 Employees will move to the new salary schedule (Appendix A) effective July 1. Each employee, except those hired on or after March 1 of each school year, will move to the next step (full step) of his/her category for each subsequent school year.
- 9.10 Evaluations:
- A. Performance standards to use in the yearly evaluation will be identified in the employee's job description. The employee will sign the job description upon beginning employment or when there is a change in the job description.
  - B. In the fall, yearly performance goals will be set with the supervisor for the employee at a performance goal meeting.
  - C. By June 15 or the final day of school for students, whichever comes first, the employee shall receive his/her evaluation on the performance standards and yearly performance goals.
- 9.11 Upon hiring a new employee, the District shall determine initial placement on the wage schedule based on comparable verifiable experience and/or college education.
- 9.12 Position Review: Where an employee believes his/her assigned job duties are significantly different than their job description, the employee may request a review of his/her position by submitting the Position Review Form to the Human Resources Department with a recommendation from his/her immediate supervisor. Upon receipt of the request, HR will communicate an estimated timeline for the committee to convene. This review will be conducted by a four-member committee comprised of District employees. Two members will be selected by the Association, and two selected by the Superintendent/designee.

Association employees assigned to the committee shall receive no additional compensation for serving on the committee.

The committee's decision will be based on information provided by the employee and the District. A majority vote confirming the request shall result in one of the following actions:

- A. The employee will be moved to a higher step within the Job Classification.
- B. The current position will be placed at a higher Job Classification.

The new placement on the Job Classification Schedule shall result in an increase of no less than twenty-five cents (\$0.25) an hour. The review shall not result in an employee being placed at a lower classification.

The decision of the committee is final and is not subject to the grievance process.

The Human Resources Department shall provide the employee with written notification of the committee's decision. The employee shall not solicit information about the committee's deliberations.

Review requests may be filed by an employee only once during the fiscal year and may not be filed during the first year of a new contract if the contract is equal to or greater than three (3) years in term. If specific positions are reviewed or discussed during negotiations, members within those specific positions are not eligible to file a position review in the first year of the new contract.

Requests filed before March 1 will be reviewed in the current fiscal year. The new salary adjustment will take effect within sixty (60) calendar days of the committee's decision.

Requests filed and approved on or after March 1 will not result in a pay increase until the next fiscal year.

## **ARTICLE 10    SALARY ADJUSTMENTS**

- 10.1 In the event of adjustments to the school calendar, the salary of the classified personnel set forth in the salary schedule included in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedule.
- 10.2 Personnel directly employed by the District shall be allowed overtime as follows: overtime shall be compensated for time worked in excess of forty (40) hours in any one (1) week at not less than one and one-half (1½) times their regular rate of pay. When possible, supervisors will visit with employees prior to the need to flex their schedule during the workweek. When it is not feasible to flex the schedule, as determined by the supervisor, the employee will be compensated in accordance with the working agreement and salary schedule.
- 10.3 An employee who is called back to work after working a regular eight (8) hour day but prior to the beginning of the employee's next assigned shift will be granted a minimum of two (2) hours of overtime in accordance with section 10.2.
- 10.4 Employees subpoenaed to court for personal reasons or reasons not connected with their position in the District will be permitted to use available paid leave or will be granted leave without pay for the time involved.
- 10.5 In the event school is closed due to inclement weather or emergencies, classified staff, other than designated classified personnel, shall not be required to report to work, nor shall they suffer a loss of pay. The District shall, however, have the right to require those employees to make up such days without additional compensation.

Designated classified personnel required to report to work on emergency closure days are Lead Secretaries, Attendance Secretaries, District Office Secretaries, Home Liaisons, Grounds, Maintenance, Warehouse and Custodial Staff.

- 10.6 When temporarily replacing a classified employee whose position is in a higher category, the employee shall receive one dollar (\$1.00) per hour more than his/her current rate of pay. When temporarily replacing an employee whose position is in a lower category, the employee shall continue to receive his/her rate of pay.
- 10.7 Within ninety (90) days of being assigned additional hour(s) to his/her regular workday, the employee will be issued a new Job Notification and he/she will receive insurance benefits based on the hours to be worked. If these additional hours are eliminated or reduced, they will not be considered a Reduction in Force or Layoff.

#### **ARTICLE 11    WORK WEEK/VACANCIES**

- 11.1 The workweek shall normally consist of five (5) consecutive days beginning on Monday and ending on Friday. Adjustments to this schedule may be made to accommodate weekend facility use and/or alternative working conditions (ex., Tuesday through Saturday shifts, four ten-hour (4) (10) per day schedules, etc.). If alternative schedules are required, attempts will be made by the appropriate supervisor to seek out volunteers. If volunteers are not available, the supervisor will attempt to rotate the alternative duties amongst the appropriate employee class.
- 11.2 When a vacancy occurs within the District in the bargaining unit, an employee who is part of that unit may bid for the open position given due regard to seniority (as specified in Article 20.2), skill, and ability. An employee currently on a plan of assistance is not eligible for transfer.
- 11.3 No employee will be granted a transfer until a minimum of one (1) formal evaluation by the supervisor has been completed. Normally, employees will not be granted more than two (2) transfers in any four (4) year period. Involuntary transfers will not be counted as one (1) of the two (2) transfers during any four-year period. A move to a higher classification will not be considered as a transfer under this section.
- 11.4 In case of administrative transfers, employees shall be notified at least five (5) working days prior to the effective date.
- 11.5 Staff will be notified of vacancies via email upon posting a position. Postings will include position, school, and unique requirements of the job if any exist. Vacancies will remain open for at least three (3) working days for in-District applicants.
- 11.6 If the District determines subcontracting to be a reasonable consideration, the Association will be notified in writing and, as defined by law, provided the opportunity to bargain (ORS 243.698).
- 11.7 An employee who works more than six hours per day is entitled to one (1) ten-minute break at approximately two hours after starting work, and one (1) ten-minute break approximately two hours before the end of the shift. Four to six (6) hour employees will be granted one (1) ten-minute break per shift. The 30-minute duty free lunch period will not be included in the hours worked for pay purposes.

Timing of the meal period: If the work period is seven (7) hours or less, the meal period is to be taken after the end/conclusion of the second hour and completed prior to the start/commencement of the fifth hour worked. If the work period is more than seven (7) hours, the meal period is to be taken after the end/conclusion of the third

hour and completed prior to the start/commencement of the sixth hour worked. The schedules may be modified by mutual agreement between both the employee and the supervisor.

## **ARTICLE 12    PAYROLL PERIODS AND DEDUCTIONS**

- 12.1 Classified employees employed by the district and receiving a draw as of June 30, 2024, will be eligible for a monthly draw through June 30, 2025, or until the employee accesses unpaid leave or has a break in service. This election must be reported to the payroll clerk by the sixth of the month in which the employee receives their first check for the 2024-2025 year. The maximum amount available for draw is one-fourth (1/4) of the monthly gross pay. The election shall not be changed during the year.
- 12.2 The District agrees to deduct from the wages of each employee who has authorized the District, in writing, the payment of dues to the Association.
- 12.3 The District agrees to transmit the deducted dues as indicated in 12.2 to the central office of the Oregon School Employees Association.

## **ARTICLE 13    LEAVES**

For Articles 13.2 and 13.3, "family member" is defined as follows: spouse, domestic partner, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparents-in-law, grandchildren, foster children, step-grandchildren, step-parents, step-children, step-siblings, wards and relatives living in the immediate household.

- 13.1 **SICK LEAVE:** In accordance with State law, classified employees will accumulate one (1) day of sick leave per month up to a minimum of ten (10) days for nine (9) and ten (10) month employees; a minimum of eleven (11) days for eleven (11) month employees; and a minimum of twelve (12) days for twelve (12) month employees.

Unlimited accumulation of sick leave will be granted to all employees. Transfer of sick leave will be according to State law.

An employee who has exhausted his/her two (2) days of Family Leave may use up to five (5) sick days per school year for a sick family member as defined above.

Any employee absent because of illness for five (5) or more consecutive school days or who shows a pattern of sick leave which gives rise to a suspicion of abuse of the sick leave benefit will be required by their supervisor to file with the District Office a certificate from their physician attesting to such illness. Such a physician's certificate may be required at the end of each payroll period during an extended absence.

- 13.2 **FAMILY ILLNESS LEAVE:** The District allows a maximum of two (2) days leave per year, non-accumulative, for the illness of a family member as defined above. The two (2) days will be awarded on the first day of employment of the new fiscal year.
- 13.3 **BEREAVEMENT LEAVE:** A classified employee will be granted up to a maximum of five (5) days of bereavement leave with full pay for a death in the immediate family. This benefit is limited to two (2) occurrences per fiscal year. Additional leave may be granted by the Superintendent or designee upon request. Members of the immediate family are defined above. One (1) day bereavement leave for others not listed above may be granted. Bereavement leave is not accumulative.

- 13.4 PERSONAL LEAVE: Two (2) days are allowed each year for the purpose of conducting personal business which cannot be accomplished during regular working hours. Personal Leave must be arranged through and approved forty-eight (48) hours in advance by the employee's administrator/supervisor. At the conclusion of each school year, the employee may carry forward no more than one (1) unused personal leave day of the two (2) leave days allotted. In the case where the remaining personal day was not used during the course of the school year, the employee will be compensated at the substitute rate of pay for the unused day. Personal leave will be permitted to accumulate to five (5) days.
- 13.5 DISABILITY LEAVE: Disability leave will be administered according to District procedures.
- 13.6 EDUCATION LEAVE: The District agrees to reimburse all tuition for classes, workshops, seminars, conferences, courses, and training taken by an employee when required or approved by the District. The District will grant pay at the rate equal to his/her regular pay for the days an employee spends at classes, workshops, in-services, seminars, conferences, courses, and training when required to be taken by the District on non-work days.
- 13.7 LEAVE BANK: A bank of twenty (20) days a year, accumulative, will be granted to the Association for the purpose of giving extra leave days to a classified employee(s) who, under extenuating circumstances, has exhausted his/her leave benefits or for additional leave for illness or death in the family to any applying employee(s) whose circumstances, such as distance or unusual duress, so warrants. The decision to grant a qualified employee a determined amount of leave time under this section shall be decided by the Association's executive board. These days shall be granted to employees by June 30.

**ARTICLE 14 HOLIDAYS**

14.1 Paid holidays for classified employees shall be:

Twelve Month Employees

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Less than Twelve Month Employees

- Memorial Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving

A holiday which falls on a weekend shall be adjusted as required by ORS 187.010 (2).

14.2 Employees in the bargaining unit shall be compensated for a holiday as though they had worked a regular schedule for the day. If an employee is required to work on any of the above named holidays, he/she shall receive the overtime rate of one and one-half times (1 ½) their regular rate of pay for all hours worked in addition to his/her regular holiday pay.

**ARTICLE 15 VACATIONS**

15.1 Vacations will be according to the following schedule:

**12-Month CLASSIFIED Vacation Earning Rate**

<b>Years of Service</b>	<b>Vacation Days</b>
1-5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20

- 15.2 Length of vacation day will be equivalent to the length of the employee's working day. Vacation must be arranged through and approved forty-eight (48) hours in advance by the employee's administrator/supervisor.
- 15.3 Twelve (12) month employees will take their vacation upon prior approval of their supervisor. Permission shall not be unreasonably withheld. Employees will be allowed to carry forward not more than ten (10) days of vacation into the subsequent fiscal year and will be reimbursed for the unused vacation days over the ten (10). The reimbursement for unused vacation days will occur on the last business day in June of each year.
- 15.4 All new employees will receive a pro-rated vacation in the first year.
- 15.5 Employees who have completed three (3) consecutive years or longer will receive pro-rated vacation pay upon termination.

**ARTICLE 16    INSURANCE**

- 16.1 The District will purchase coverage for each qualifying member of the Association. The District will provide a maximum contribution of \$1,700.00 each month for 2024-2025 and \$1,725.00 each month for 2025-2026-for the purpose of offsetting the costs of medical insurance benefits, vision, dental, orthodontia, and family dependent life as agreed upon by the District and the Association. The maximum contribution will be pro-rated for employees working less than six (6) hours per day or thirty (30) hours per week. The District will not be responsible for plan changes made by the Oregon Educators Benefit Board (OEBB) or their providers.
- 16.2 Returning employees enrolled in the program who do not work twelve (12) months will receive the specified benefit under the above program from July 1, provided they sign an agreement to return to the position the next school year. If the employee does not return, these benefits shall be refunded to the District.
- 16.3 Terminating employees shall have the following continued benefits:  
If the employee's employment ends on or prior to the fifteenth (15th) of the month, insurance coverage will end on the final day of that month. If the employee's employment ends after the fifteenth (15th) and on or prior to the last day of the month, the insurance coverage will end on the final day of the following month.

- 16.4 If an employee dies during a respective contract year, the medical contributions shall be made payable to the survivors through the carrier. Such payments shall continue through September 30 of the following school year. This is subject to the provisions of the insurance carrier.
- 16.5 For Article 16.6, "maximum District contribution amount" will be defined as follows: the maximum allowable insurance benefit available to an employee in accordance with Article 16.1.
- 16.6 Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB), and the Internal Revenue Service (IRS) (state and federal), eligible employees who choose health (medical, dental, and/or vision) insurance plans with a total monthly premium cost that is at least fifty dollars (\$50) less than the employee's maximum District contribution amount may receive up to fifty-five percent (55%) of the difference between the actual premium cost and the employee's maximum District contribution amount as a contribution toward a Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) for which the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee. Eligible employees must meet all requirements specified by OEBB, their subsidiaries, and the selected HRA or HSA vendor and are responsible for plan eligibility and compliance. The employee will be required to sign a hold harmless statement indemnifying the District.

Subject to the rules and regulations of the insurance carrier, OEBB, and the IRS, eligible employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage and who are otherwise eligible for a District contribution toward insurance premiums may receive fifty-five percent (55%) of the employee's maximum District insurance contribution as a contribution toward a District Sponsored Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) as long as such contribution would not create disadvantageous tax consequences for the District or the employee. Eligible employees must meet all requirements specified by OEBB, their subsidiaries, and the selected HRA or HSA vendor and are responsible for plan eligibility and compliance. The employee will be required to sign a hold harmless statement indemnifying the District.

Eligible employees who do not maintain and provide proof annually of another employer-sponsored group medical plan will not be permitted to opt-out of District-sponsored group insurance coverage.

## **ARTICLE 17    RETIREMENT BENEFITS**

- 17.1 For the purpose of determining retirement benefits, the transfer of sick leave will be according to State law.
- 17.2 All classified employees' retirement shares of the Oregon Public Employees Retirement System (PERS) shall be paid by the District.
- 17.3 An early retirement incentive will include:
- A. Eligibility: An employee hired before July 1, 2003, and who retires on or after July 1, 2022, with continuous service immediately preceding his/her retirement shall receive a three hundred fifty-two dollars (\$352.00) monthly benefit if they are eligible to retire under the Public Employees Retirement System (PERS), and are fifty-five (55) or more years of age or have at least thirty (30) years of creditable service in the Public Employees Retirement System (PERS). The employee may use this benefit (\$352.00 monthly cap) to purchase two (2) party medical insurance for the retired employee and eligible spouse under the District's group insurance program.

The District will pay for such coverage for a period of up to seven (7) years but not later than the month in which the retired employee qualifies for the Federal Social Security Medical Coverage and/or unreduced Social Security retirement benefits, whichever is earlier.

In the event of the death of the retired employee prior to coverage under Medicare, the District, if the surviving spouse of the retired employee is at the time of the death not covered by Medicare, shall pay the monthly premium incident to covering such spouse until such time as the retired employee would have become covered by Medicare or the spouse becomes covered by Medicare, whichever occurs first.

B. Notice: An employee planning to take early retirement through this Article must give notice to the Superintendent of Schools at least sixty (60) calendar days prior to his/her retirement date.

17.4 Classified employees who retire after November 30, with a favorable recommendation from their supervisor or principal, shall be allowed to remain in their current position at their pay level until the end of their working year. Upon retiring, the employee is eligible for only those leave benefits which are entitled by state or federal statutes. The employee shall remain in the Association until he or she terminates employment with the District.

## **ARTICLE 18 TUITION REIMBURSEMENT**

18.1 The District will set aside twenty thousand dollars (\$20,000) annually for tuition reimbursement opportunities for classified staff.

### NOTE:

- For institutions on the semester system, each semester credit shall be considered equivalent to one and one-half (1.5) quarter credit.
- The reimbursement year shall be considered as the period between July 1 and June 30.

### Eligibility

To be eligible for reimbursement, course work must meet either of the following requirements specified below and be submitted and approved by the Human Resources Department in advance of registration.

Course work must be relevant to the employee's assignment and/or District needs. Course work must also be in a degree and/or certification program in which the employee is enrolled.

Excluded from reimbursement under this Article are travel, materials, and other non-tuition related expenses.

No employee shall be entitled to more than six (6) quarter credits or four (4) semester credits of tuition reimbursement in any reimbursement year.

Additional credits for an employee may be available upon approval by the Superintendent or designee if, by June 30, funds remain in the Twenty Thousand dollars (\$20,000) tuition set aside account. Employees new to the District shall not be granted reimbursement for courses taken prior to the start of their notification of employment with the District.

### Reimbursement Rate

Each employee approved for reimbursement will be reimbursed in full up to the prevailing quarter (1/4) hour tuition rate at Eastern Oregon University (EOU) after exhaustion of any other tuition reimbursement, grants, or financial aid to which the employee is entitled. If the approved course is undergraduate level, then the EOU undergraduate quarter (1/4) hour tuition rate will be used as the basis for reimbursement; if it is a graduate level course, then the EOU graduate credit rate will be used.

Members of the Association seeking to continue their education in areas that contain hard to fill positions may be reimbursed for the full tuition cost (travel, materials, and other related non-tuition expenses are excluded), with prior approval from the Human Resources Department, for a maximum of twelve (12) approved semester hours or eighteen (18) approved quarter (1/4) hours of credit each year. Approved hours are those that are part of a

degree/certification program. Reimbursement claims must be made within three (3) months of the satisfactory completion of a course unless the employee documents she/he has not received a record of completion.

#### Application Process

The application process shall be in the following order:

- 1) Application for tuition reimbursement shall be submitted to the Human Resources Department prior to the start of the course.
- 2) The Human Resources Department will review the request and notify the employee whether or not it is approved.
- 3) The employee will begin and complete the approved course.
- 4) Proof of completion documents are submitted to the Human Resources Department by June 30 of that year.
- 5) Upon receipt of completion documentation, the Human Resources Department will notify the Business Department so that reimbursement may be dispersed to the employee.

#### Proof of Completion

A receipt for tuition charges paid and evidence of successful completion of the course (such as grade slips, transcript, and verification of completion) must be submitted to the Human Resources Department prior to reimbursement. The employee has a maximum of ninety (90) days to submit final paperwork following course completion.

#### Funding Prioritization

The Superintendent or designee will develop guidelines annually to prioritize tuition reimbursement activities in the event that more applications than funding are available.

#### Service Requirement

Three (3) years of service following the receipt of reimbursement is required for all recipients. In the event that an employee voluntarily terminates their employment with the District they will be required to reimburse back to the District on a pro-rated basis any tuition support received.

### **ARTICLE 19 TRAVEL AND PER DIEM**

- 19.1 Approved travel and per diem rates shall be reimbursed at the established District rate.
- 19.2 Employees, when authorized to use their private vehicle for District business, will be reimbursed at the established District rate

### **ARTICLE 20 REDUCTION IN FORCE**

- 20.1 In the event it becomes necessary to reduce the workforce, employees shall be laid off in the inverse order in which they were hired. When forces again increase, employees shall be returned in the inverse order in which they were laid off, as described in Articles 20.2 through 20.8.
- 20.2 District seniority shall be defined as the total length of service as a classified employee within the District from the date of hire. Job classification seniority shall be defined as the total length of service within a designated job classification, as described in Appendix C. For accounting purposes, all authorized paid leave will be counted towards seniority; authorized unpaid leaves of absence in excess of thirty (30) working days will not count towards seniority and will not break seniority.

Employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.

- 20.3 When reduction in force occurs within the bargaining unit, the Association and those employees affected will be notified at least two (2) weeks prior to the layoff.
- 20.4 Layoff of bargaining unit employees will be based upon job classification seniority, and such layoff will occur by classification (Appendix C). Laid off employees will not be paid any salary or benefits during the period of layoff. If an employee is laid off without advance written notice, he/she shall receive two (2) weeks' severance pay. A laid off employee may, at his/her own expense, continue insurance coverage under COBRA.
- 20.5 A laid off employee who previously worked in a different classification for the District within the definition of seniority in paragraph 20.2 may assume a present position in another classification previously held as long as these conditions are met:
- A. The laid off employee has greater job classification seniority. In the event of two (2) or more employees having equal job classification seniority, District seniority will prevail.
  - B. The laid off employee has the qualifications, skills, and abilities to perform the current job in that classification as determined by the District;
  - C. The laid off employee had satisfactory evaluations while employed in the previous job classification.
- 20.6 Recall: Recall rights shall exist for twelve (12) months from the date of layoff.
- 20.7 Whenever the District determines that a regular vacancy exists within a classification which has experienced layoff (within the last 12 months), laid off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid off employee. The laid off employee will have ten (10) workdays to accept the recall notice. Recall rights will be forfeited if:
- A. The employee fails to accept the position within ten (10) workdays of the time the notice was mailed;
  - B. The employee fails to accept a recall to a substantially equivalent position to that held immediately before layoff or a position for which the employee is qualified and has appropriate skills and ability.
- 20.8 If no laid off employee has accepted the recall by classification, all other laid off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in his/her own classification.

## **ARTICLE 21    STRIKE PROVISION**

- 21.1 The Association and classified personnel will act in conformance with the provisions of State Law governing strikes. Neither the Association nor the classified personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slow down during the term of this Agreement. In the event of a teacher's strike, there shall be no lock out of classified employees. Classified employees will continue to report for work or be deemed on strike in violation of this Agreement.

**ARTICLE 22    DURATION AND EFFECT OF COLLECTIVE BARGAINING AGREEMENT**

- 22.1 Except as otherwise expressly provided herein, this Collective Bargaining Agreement shall be effective as of July 1, 2024, and shall continue in effect through the 30th day of June, 2026. Upon expiration of this Agreement and until a new Agreement is agreed to, the fringe benefits identified in this agreement shall continue uninterrupted until a subsequent agreement is achieved.
- 22.2 It is understood that both parties had the opportunity to make proposals and counter-proposals on all negotiable issues during negotiations and that this written Agreement reached as the result represents the total of all understandings between the parties for the term of the Agreement, thus negating all past practices or agreements. On matters of mutual concern, as they relate to the interim bargaining law, this Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement so reached shall be reduced to writing and signed by the parties as an amendment to this Agreement. No other agreement will conflict with this Agreement.
- 22.3 Except as otherwise provided in this Agreement, should any article, section or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement. Only the subjects of the deleted provisions and the also affected provisions shall be subject to further collective bargaining during the term of this Agreement.

DRAFT

**APPENDIX A**  
**HERMISTON SCHOOL DISTRICT 8R**  
**SALARY SCHEDULE**

<b>2024-2025 CLASSIFIED SALARY SCHEDULE</b>								
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>STEP 1</b>	14.61	16.04	16.42	17.07	17.18	20.21	21.33	25.24
<b>STEP2</b>	15.34	16.84	17.24	17.92	18.04	21.22	22.39	26.50
<b>STEP3</b>	16.11	17.68	18.10	18.82	18.94	22.28	23.51	27.83
<b>STEP4</b>	16.91	18.57	19.00	19.76	19.89	23.40	24.69	29.22
<b>STEPS</b>	17.76	19.50	19.95	20.75	20.88	24.57	25.92	30.68
<b>STEP6</b>	18.65	20.47	20.95	21.79	21.92	25.79	27.22	32.21
<b>STEP7</b>	19.58	21.49	22.00	22.88	23.02	27.08	28.58	33.83
<b>STEPS</b>	20.56	22.57	23.10	24.02	24.17	28.44	30.01	35.52

**7.5% COLA For 2024-2025**

<b>2025-2026 CLASSIFIED SALARY SCHEDULE</b>								
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>STEP 1</b>	15.34	16.84	17.24	17.92	18.04	21.22	22.39	26.50
<b>STEP2</b>	16.11	17.68	18.10	18.82	18.94	22.28	23.51	27.83
<b>STEP3</b>	16.91	18.57	19.00	19.76	19.89	23.40	24.69	29.22
<b>STEP4</b>	17.76	19.50	19.95	20.75	20.88	24.57	25.92	30.68
<b>STEP 5</b>	18.65	20.47	20.95	21.79	21.92	25.79	27.22	32.21
<b>STEP6</b>	19.58	21.49	22.00	22.88	23.02	27.08	28.58	33.83
<b>STEP7</b>	20.56	22.57	23.10	24.02	24.17	28.44	30.01	35.52
<b>STEPS</b>	21.58	23.70	24.25	25.22	25.38	29.86	31.51	37.29

**5% COLA For 2025-2026**

**APPENDIX B**

HERMISTON SCHOOL DISTRICT 8R - JOB CATEGORY SCHEDULE

**Category A**

Assistants  
Office  
Administrative

**Category B**

Assistants  
Education  
ELL  
Special Education  
Title I  
Secretary  
Attendance  
Counseling  
Registrar  
High School Curriculum  
Career  
Special Education  
District Print Shop Operator  
Media Assistant  
Custodian  
Grounds I

**Category C**

Assistants  
Special Education - assigned full time to severely handi capped\*  
students, i.e. Life Skills, SCP; or full-time behavior classrooms, i.e.  
CREW, TEAM, ABLE.  
Home Liaison  
Bilingual Special Program Support  
Custodian Bilingual Support  
Campus Monitor

**Category D**

Lead Secretaries (Elementary, Middle and High Schools)  
Elementary Lead Custodian  
Middle School Lead Custodian  
Events Lead Custodian  
Bookkeeper  
Grounds II

**Category E**

Maintenance I  
Warehouse Technician/Courier  
High School Lead Custodian  
Program Secretary  
Maintenance Lead Secretary  
District Activities & Athletics Secretary

**Category F**

Maintenance II  
Student Services Technician

**Category G**

Lead Warehouse Technician  
Lead Print Technician  
Certified Medication Aide

**Category H**

Speech Language Pathology Assistants  
Executive Assistant to the Superintendent and Board

\* As determined by the District

**APPENDIX C**

Classifications as Related to Reduction in Force

Classification A	Education Assistants Title I Assistants Special Education Assistants ELL Assistants Office Assistants
Classification B	Administrative Assistants Counseling Secretaries Special Education Secretaries Attendance Secretaries Home Liaisons Bilingual Special Program Support  Campus Monitor Curriculum Secretary Print Shop Media Assistants Career Secretary Registrar Secretary
Classification C	Lead Secretaries Maintenance Lead Secretary Bookkeepers Program Secretaries Athletic/ Activities Director Secretary Student Services Technician
Classification D	Custodians Maintenance Grounds
Classification E	Lead Custodians Warehouse Technician/Courier Lead Warehouse Technician Speech Language Pathology Assistants Lead Print Technician Certified Medication Aide Executive Assistant to the Superintendent and Board

COLLECTIVE BARGAINING AGREEMENT

Between

HERMISTON SCHOOL DISTRICT 8R

and

OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 10

This Collective Bargaining Agreement is made and entered into this 10 day of June, 2024, by the Oregon School Employees Association, Chapter 10, hereafter referred to as the "Association" and the Board of Education of School District 8R, hereafter referred to as the "Board."

The parties hereto agree to be bound by the covenants set forth on this page and in the following attached pages.

The parties hereby affix their signatures as of the date first above written.

\_\_\_\_\_ Date \_\_\_\_\_  
School Board Representative

\_\_\_\_\_ Date \_\_\_\_\_  
Association President



**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**SUPERINTENDENT'S RECOMMENDATION**

**12.0 ACTION ITEMS**

**12.1 TOPIC: 2024-25 Budget Adoption**

It is recommended. . . . .

**RECOMMENDATION:**

. . . . . that the Board of Education adopts the 2024-2025 budget as presented per Resolution #23-24-05.

**Draft Motion:** "I move that the Board of Education adopts the 2024-2025 budget as presented per Resolution #23-24-05.

Motion for approval: Made by \_\_\_\_\_ Seconded by \_\_\_\_\_

Motion for rejection: Made by \_\_\_\_\_ Seconded by \_\_\_\_\_

Motion for further consideration: Made by \_\_\_\_\_ Seconded by \_\_\_\_\_

**RESOLUTION # 23-24-05**

**RESOLUTION ADOPTING THE BUDGET**

BE IT RESOLVED that the Board of the Hermiston School District #8R hereby adopts the budget for fiscal year **2024-2025** in the total amount of \$186,757,758.00.\* This budget is now on file at the Hermiston School District Office in Hermiston, Oregon.

**RESOLUTION MAKING APPROPRIATIONS**

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2024, for the following purposes:

**GENERAL FUND**

Instruction.....	47,974,509
Support Services.....	35,060,017
Facilities Acquisition .....	150,000
Transfers.....	100,000
Debt Service .....	10,000
Contingency.....	500,000
<b>Total.....</b>	<b>\$83,794,526</b>

**DEBT SERVICE FUND**

Debt Service .....	4,239,158
<b>Total.....</b>	<b>\$4,239,158</b>

**PERS DEBT SERVICE FUND**

Debt Service .....	7,016,319
<b>Total.....</b>	<b>\$7,016,319</b>

**SPECIAL REVENUE FUNDS**

Instruction.....	18,058,039
Support Services.....	9,246,564
Enterprise & Community Services...	6,556,234
Facilities Acquisition .....	7,462,300
Transfers.....	2,700,000
Contingency.....	2,563,725
<b>Total.....</b>	<b>\$46,586,862</b>

**CONSTRUCTION BOND FUND**

Support Services.....	1,000
Facilities Acquisition .....	8,309,815
<b>Total.....</b>	<b>\$8,310,815</b>

**Total APPROPRIATIONS, All Funds . . .** **\$149,947,680**

Total Unappropriated and Reserve Amounts, All Funds . . . **36,810,078**

**TOTAL ADOPTED BUDGET . . .** **\$186,757,758 \***

*(\* amounts with asterisks must match)*

**RESOLUTION IMPOSING THE TAX**

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2024-2025:

- (1) At the rate of \$4.8877 per \$1000 of assessed value for permanent rate tax;
- (2) In the amount of \$8,795,000 for debt service on general obligation bonds;

**RESOLUTION CATEGORIZING THE TAX**

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

**Subject to the Education Limitation**

Permanent Rate Tax.....\$ 4.8877/\$1000

**Excluded from Limitation**

General Obligation Bond Debt Service.....\$8,795,000

The above resolution statements were approved and declared adopted on June 10, 2024.

X \_\_\_\_\_  
Board Chair  
Hermiston School District #8R

X \_\_\_\_\_  
Secretary to the School Board  
Hermiston School District #8R

**BOARD OF EDUCATION  
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON  
HERMISTON, OREGON**

June 10, 2024

**SUPERINTENDENT'S RECOMMENDATION**

**11.0. CONSENT ITEMS**

**11.6. TOPIC:** Classified Working Agreement

It is recommended. . . . .

**RECOMMENDATION:**

.....that the Board of Education ratify the tentative agreement with the Oregon School Employees Association, Chapter 10, and approve a two-year contract, for the 2024-2026 school years.

**Draft Motion:** "I move that the Board of Education ratify the tentative agreement with the Oregon School Employees Association, Chapter 10, and approve a two-year contract, for the 2024-2026 school years.

The tentative agreement includes:

- Term:           2 years
- CPI:
  - 7.5% increase year 1
  - 5%   increase year 2

Motion for approval: Made by \_\_\_\_\_ Seconded by \_\_\_\_\_

Motion for rejection: Made by \_\_\_\_\_ Seconded by \_\_\_\_\_

Motion for further consideration: Made by \_\_\_\_\_ Seconded by \_\_\_\_\_

SCHEDULE OF SCHOOL BOARD MEETINGS  
2024-2025

The regular meeting of the board of education will occur on the following dates:  
(Generally the 2nd Monday of the month at 6:30 p.m.)

DATE	MEETING	TIME
Monday, July 8, 2024	Regular Meeting	6:30 PM
Monday, August 12, 2024	Regular Meeting	6:30 PM
Monday, August 26, 2024	Special Meeting	6:30 PM
Monday, September 9, 2024	Regular Meeting	6:30 PM
Monday, September 23, 2024	Special Meeting	6:30 PM
Monday, October 14, 2024	Regular Meeting	6:30 PM
Monday, October 28, 2024	Special Meeting	6:30 PM
Monday, November 4, 2024	Listening & Learning Session	6:30 PM
Monday, November 18, 2024	Regular Meeting	6:30 PM
Monday, December 9, 2024	Regular Meeting	6:30 PM
Monday, January 13, 2025	Regular Meeting	6:30 PM
Monday, January 27, 2025	Special Meeting	6:30 PM
Monday, February 3, 2025	Listening & Learning Session	6:30 PM
Monday, February 10, 2025	Regular Meeting	6:30 PM
Monday, February 24, 2025	Special Meeting	6:30 PM
Monday, March 10, 2025	Regular Meeting	6:30 PM
Monday, March 24, 2025	Special Meeting	6:30 PM
Monday, April 14, 2025	Regular Meeting	6:30 PM
Monday, April 28, 2025	Special Meeting	6:30 PM
Monday, May 5, 2025	Listening & Learning Session	6:30 PM
Monday, May 12, 2025	Regular Meeting	6:30 PM
Monday, June 9, 2025	Regular Meeting	6:30 PM
Monday, July 14, 2025	Regular Meeting	6:30 PM