

# Regular Meeting with an Executive Session - VIRTUAL MEETING

Thursday, May 23, 2024 5:15 PM

<https://www.youtube.com/@district21mediachannel81/streams>

1. **Call Executive Session to order pursuant to:**
  - **ORS 192.660(2)(d): *To conduct deliberations with persons designated to carry on labor negotiations.***
2. **Adjourn the Executive Session.**

3. **Call Meeting to Order** **Presenter:** David Jones, Chair

4. **Review / Revision of the Agenda**

5. **District Mission / Vision / Values**

6. **Consent Agenda**

- 6.a. *School Board Meeting Minutes from the April 25th, 2024 Regular Meeting; May 14th, 2024 Budget Committee Meeting; and May 16th, 2024 Board Work Session.*

- 6.b. **Personnel Report**

7. **Board Action Calendar - Review**

8. **Student / Staff Recognition**

9. **Student Representatives to the Board - Report:**

- *Yamari Santillian-Guzman*
- *Kaleb Blaylock*

10. **Building Student Representative Reports:**

11. **Staff Reports:**

12. **School Board Sub Committee Reports**

13. **New Business:**

- 13.a. **Presentations / Reports:**

- 13.a.1. **Superintendent's Report** **Presenter:** Dr. Carolyn Bernal, Superintendent

- 13.a.1.a. *Student Representative to the School Board - application received*

- 13.a.1.b. **Action Item: *Review and Adopt the revised 2024/2025 & 2025/2026 School Calendars as presented.***

- 13.a.2. **Chief Financial Officer's Report** **Presenter:** Randy Anderson, CFO

- 13.a.2.a. **Action Item: *Declare two Budget Committee positions vacant***

13.a.2.b. Financial Statements:

13.a.2.c. Student Enrollment:

13.a.3. Board Attorney's Report

**Presenter:** Jason  
Corey, Board Attorney

14. Discussion / Action Items:

14.a. Presentation and Action Item: Math Adoption, English Language Proficiency and Spanish Language Arts (DLI)

**Presenter:** Shannon  
Brennan, Director of  
TLA

15. 1st Reading on School Board Policies (informational only):

15.a. Policy IGBAF: Special Education - Individualized Education Program (IEP)

15.b. Policy IGBAF-AR: Special Education - Individualized Education Program (IEP)

15.c. Policy IGBAG: Special Education - Procedural Safeguards

16. 2nd Reading / Adoption on School Board Policies (action required):

16.a. Policy JHFE/GBNAB: Suspected Abuse of a Child Reporting Requirements

16.b. Policy EBBB: Injury or Illness Report

16.c. Policy GBN/JBA: Sexual Harassment

16.d. Policy GCDA/GDDA: Criminal Records Checks and Fingerprinting

17. Informational Only:

17.a. Policy JECBA-AR(1): Procedures for Admission of Exchange Students

18. Comments from the Audience about Agenda & Non-Agenda Items

19. Adjourn the Regular School Board Meeting

## North Wasco County School District

Human Resource Office • Sandra Harris - Director  
3632 West 10th Street • The Dalles, Oregon 97058 • (541) 506-3420

### PERSONNEL CHANGES AND VACANCIES

**School Board Meeting – May 23, 2024**

*Current as of -May 15, 2024*

*Reference ORS 332.505 (2b) A District Board may employ personnel, including teachers and administrators, necessary to carry out the duties and powers of the board and fix the duties, terms and conditions of employment and the compensation.*

#### Licensed Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
Julie Gurczynski	Intensive Program Point Person	DW	Begins July 1, 2024

#### Licensed Staff – Internal Transfer and or Hires

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
N/A		

#### Licensed Staff – Resignation/Retirements/Separation of Employment

NAME	POSITION	BUILDING	COMMENTS
Mary Sallee	Dean of Students/Intervention Specialist	TDMS	Resigning June 11, 2024
Monica LaDouceur	Math Teacher	TDMS	Resigning June 11, 2024
David Ford	ELA Teacher	TDHS	Resigning June 11, 2024
Lowry Browning	Drama/ELA Teacher	TDHS	Retiring June 28, 2028

#### Licensed Staff– Request for Leave of Absence

NAME	POSITION	BUILDING	COMMENTS
N/A			

#### Administrative Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
N/A			

#### Administrative Staff – Internal Transfer and or Hires

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
N/A		

#### Administrative Staff – Resignation/Retirements/Separation of Employment

NAME	POSITION	BUILDING	COMMENTS
Julie Gurczynski	Asst. Principal	TDMS	Resigning June 30, 2024

#### Administrative Staff– Request for Leave of Absence

NAME	POSITION	BUILDING	COMMENTS
N/A			

**Please Note: The following information regarding ESP employment is presented to the Board for purposes of (Information Only) and requires no action.**

#### ESP Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

**ESP Staff –Transfers and Internal Hires – No Action Required**

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
N/A		

**ESP Staff – Request for Leave of Absence – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
N/A			

**ESP Staff – Resignation/Retirements/Separation of Employment – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
McKenna Bailey	SELA-TLC	CES	Resigning June 7, 2024
Monica Rojas	After School Coordinator	CES	Resigning May 30, 2024
Erica Rojas	After School Coordinator	CES	Resigning May 30, 2024
Debra Newkirk	Ed Asst IV-SPED	TDHS	Retiring June 30, 2024

**Confidential Staff – New Hires – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
N/A			

**Confidential Staff – Resignation/Retirements/Separation of Employment – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
N/A			

**Coaching Staff – New Hires – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
N/A			

**Coaching Staff – Resignations/Separation of Employment – No Action Required**

NAME	POSITION	BUILDING	COMMENTS
N/A			

**Advertised Vacancies**

Position	HRS/FTE	Building	Close Date	Comments
Dual Language 3 <sup>rd</sup> Grade Teacher	8 Hrs	CES	Open Until Filled	Advertised
Dual Language 4th Grade Teacher	8 Hrs	CES	Open Until Filled	Advertised
PE Teacher 24-25 SY	8 Hrs	CWE	Open Until Filled	Advertised
Payroll and Benefits Specialist	8 Hrs	DO	Open Until Filled	Advertised
Instructional Coach 24-25 SY	8 Hrs	District Wide	Open Until Filled	Advertised
Special Ed Teacher Pool	8 Hrs	District Wide	Open Until Filled	Advertised
Physical Therapist	8 Hrs	District Wide	Open Until Filled	Advertised
Lead Site Coordinator(s)After School Program	3.5 Hrs	District Wide	Open Until Filled	Advertised
Speech Pathologist-Temp 23-24	8 Hrs	Dry Hollow	Open Until Filled	Advertised

NORCOR Juvenile Detention Teacher (24-25 SY)	8 Hrs	NORCOR	Open Until Filled	Advertised
Assistant Volleyball Coach	Seasonal	TDHS	Open Until Filled	Advertised
Assistant Cheer Coach	Seasonal	TDHS	Open Until Filled	Advertised
Bus Monitor/Aide	6 Hrs	Transportation	Open Until Filled	Advertised
Bus Driver-Regular Route	6 Hrs	Transportation	Open Until Filled	Advertised
Substitute Bus Driver (Pool)	Substitute	Transportation	Open Until Filled	Advertised
Secretary V-Facilities/Transportation	8 Hrs	Operations	Open Until Filled	Advertised

# Retiring



Lowry Browning - TDHS  
Tom Conklin - Colonel Wright  
Claire Cummings - Operations  
Facundo Fernandez - Operations  
Cindy Gardipee - Transportation  
Debra Newkirk - TDHS  
Kirky Stutzman - Chenowith  
Dwight Trainer - TDHS  
Dan Telles - TDHS



# 2024-2025 School District Calendar

July 2024				
1	2	3	H	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2024				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	D/IN	D/IN
26	IN	IN	TW	TW

September 2024				
H	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October 2024				
	1	2	3	4
7	8	9	10	D/IN
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 2024				
				1
4	5	6	7	8
H	12	13	14	15
18	19	20	21	22
TW	CC	NC	H	NC

December 2024				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
B	B	B	B	B
B	B			

January 2025				
		B	B	B
6	7	8	9	10
13	14	15	16	17
NC	21	22	23	24
27	28	29	30	31

February 2025				
3	4	5	6	7
10	11	12	13	IN
NC	18	19	20	21
24	25	26	27	28

March 2025				
3	4	5	6	7
10	11	12	13	TW
17	18	19	20	21
B	B	B	B	B
31				

April 2025				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

May 2025				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	CC
H	27	28	29	30

June 2025				
2	3	4	5	6
9	10	11	12	TW
TW	17	18	H	20
23	24	25	26	27
30				

- D/IN** = Principal Designated In-Service – No School
- IN** = In-Service Day – No School for Students
- B** = Break – No School for Staff or Students
- ER** = Early Release (K-12<sup>th</sup> grade, except Innovations Academy)

- TW** = Teacher Workday – No School for Students
- C** = Conference Comp Day – No School
- NC/H** = Non-Contract/Holiday - No School for Staff or Students
- /** = End of Semester

## Holidays, Vacations & Important Dates

- Aug 22 - 23..... Inservice Trainings (District/Principal designated)
- Aug 26 – 28..... New Staff Inservice / District & Building Inservice
- August 29-30 ..... Teacher Work Day – No School
- September 2 ..... Labor Day Holiday – No School
- September 3 ..... **New to School Day – KG, 6<sup>th</sup> & 9<sup>th</sup>**
- September 4 ..... **First Day of School for KG - 12<sup>th</sup> grades**
- October 11..... State Inservice Day – Non-Contract / No School
- November 11..... Veterans’ Day Holiday – No School
- November 25..... Teacher Work Day – No School
- November 26..... Conference Comp Day – No School
- November 27-29..... Thanksgiving Break – Non-Contract / No School
- Dec 23 – Jan 3..... Winter Break – Non-Contract / No School

- January 6 ..... School Resumes after Winter Break
- January 20 ..... MLK Jr Day – Non-Contract /No School
- February 14 ..... Inservice Training (Licensed)
- February 17 ..... Presidents’ Day – Non-Contract / No School
- March 14 ..... Teacher Work Day – No School
- March 24-28..... Spring Break – Non-Contract / No School
- May 23 ..... Conference Comp Day – No School
- May 26 ..... Memorial Day Holiday – No School
- ..... High School Graduation
- June 12 ..... Last Day of School
- June 13 & 16..... Teacher Work Day
- June 19 ..... Juneteenth Holiday

### End of Semester Dates

- End of Semester 1.... November 22<sup>nd</sup>
- End of Semester 2.... March 13<sup>th</sup>
- End of Semester 3.... June 12<sup>th</sup>

### School Year Summary

Teacher Contract Days	190
Student Contact Days (Year)	174 / 175
Student Contact Days – S1	56 / 57
Student Contact Days – S2	61
Student Contact Days – S3	57

### Instructional Hours

- Elementary total minutes/hours:
- Middle School total minutes/hours: **hours**
- High School total minutes/hours: **hours**



# 2025-2026 School District Calendar

July 2025				
	1	2	3	H
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

August 2025				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	D/IN	D/IN
25	IN	IN	TW	TW

September 2025				
H	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October 2025				
		1	2	3
6	7	8	9	D/IN
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November 2025				
3	4	5	6	7
10	H	12	13	14
17	18	19	20	21
TW	CC	NC	H	NC

December 2025				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
B	B	B	B	B
B	B	B		

January 2026				
			B	B
5	6	7	8	9
12	13	14	15	16
NC	20	21	22	23
26	27	28	29	30

February 2026				
2	3	4	5	6
9	10	11	12	IN
NC	17	18	19	20
23	24	25	26	27

March 2026				
2	3	4	5	6
9	10	11	12	TW
16	17	18	19	20
B	B	B	B	B
30	31			

April 2026				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2026				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	CC
H	26	27	28	29

June 2026				
1	2	3	4	5
8	9	10	11	TW
TW	16	17	18	H
22	23	24	25	26
29	30			

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- = End of Semester

## Holidays, Vacations & Important Dates

- Aug 21-22 ..... Inservice Trainings (District/Principal designated)
- Aug 25 –27..... New Staff Inservice / District & Building Inservice
- August 28-29 ..... Teacher Work Day – No School
- September 1 ..... Labor Day Holiday – No School
- September 2 ..... **New to School Day – KG, 6<sup>th</sup> & 9<sup>th</sup>**
- September 3 ..... **First Day of School for KG - 12<sup>th</sup> grades**
- October 10..... State Inservice Day – Non-Contract / No School
- November 11..... Veterans’ Day Holiday – No School
- November 24..... Teacher Work Day – No School
- November 25..... Conference Comp Day – No School
- November 26-28..... Thanksgiving Break – Non-Contract / No School
- Dec 22 – Jan 2..... Winter Break – Non-Contract / No School

- January 5 ..... School Resumes after Winter Break
- January 19 ..... MLK Jr Day – Non-Contract /No School
- February 13 ..... Inservice Training (Licensed)
- February 16 ..... Presidents’ Day – Non-Contract / No School
- March 13 ..... Teacher Work Day – No School
- March 23-27 ..... Spring Break – Non-Contract / No School
- May 22 ..... Conference Comp Day – No School
- May 25 ..... Memorial Day Holiday – No School
- ..... High School Graduation
- June 11 ..... Last Day of School
- June 12 & 15 ..... Teacher Work Day
- June 19 ..... Juneteenth Holiday

### End of Semester Dates

- End of Trimester 1 ... November 21<sup>st</sup>
- End of Trimester 2 ... March 12<sup>th</sup>
- End of Trimester 3 ... June 11<sup>th</sup>

### School Year Summary

Teacher Contract Days	190
Student Contact Days (Year)	175 / 174
Student Contact Days – S1	57 / 56
Student Contact Days – S2	61
Student Contact Days – S3	57

### Instructional Hours

- Elementary total minutes/hours: **hours**
- Middle School total minutes/hours: **hours**
- High School total minutes/hours: **hours**



# North Wasco County School District #21

School District Board of Directors

## Board Motion for Action Item

### BOARD ACTION

Date May 23, 2024

Action Requested: Motion

There are two vacancies on the District budget committee. The purpose of this action is to declare them vacant and to solicit applications for appointment to a three-year term on the committee. Applicants must be a qualified voter of the District and not be employed by the District.

#### ACTION

**I move to declare two positions on the North Wasco County School District Budget Committee vacant, and to encourage qualified patrons of the District to apply for appointment to the committee.**

# NORTH WASCO COUNTY SCHOOL DISTRICT

Balance Sheet  
April 30, 2024

Balance Sheet	General Fund	Federal Grants	All State Grants	Local Grants	Bus Replacement	Reserve Funds	Nutrition Services	Debt Service	Capital Projects	District Totals
<b>ASSETS:</b>										
Cash & Investments	5,947,873	(171,566)	167,524	131,326	280,643	346,892	275,592	1,838,262	169,717	8,639,371
Accounts Receivable	567,982	5,545	7,286		(94,520)	-	-	-	-	486,293
Inventory/Prepaid expense	-	-				-	15,135	-	-	15,135
<b>Total Assets</b>	<b>6,515,855</b>	<b>(166,021)</b>	<b>174,810</b>	<b>131,326</b>	<b>186,123</b>	<b>346,892</b>	<b>290,727</b>	<b>1,838,262</b>	<b>169,717</b>	<b>9,140,799</b>
<b>LIABILITIES:</b>										
Accounts Payable	(11,894)			8,005		(2,013)	3,008	-	-	(881)
Payroll Liabilities	(345,581)	-				-	-	-	-	(345,581)
Deferred Revenue	498,561	-				-	16,201	-	-	514,762
<b>Total Liabilities</b>	<b>141,086</b>	<b>-</b>	<b>-</b>	<b>8,005</b>	<b>-</b>	<b>(2,013)</b>	<b>19,209</b>	<b>-</b>	<b>-</b>	<b>168,300</b>
<b>FUND BALANCE:</b>										
<b>Total Fund Balance</b>	<b>6,374,769</b>	<b>(166,021)</b>	<b>174,810</b>	<b>123,321</b>	<b>186,123</b>	<b>348,905</b>	<b>271,518</b>	<b>1,838,262</b>	<b>169,717</b>	<b>8,972,499</b>
<b>Revenues &amp; Expenditures: 2023-24 Year to Date</b>										
Beginning Fund Balance	21,798	40,246	77,039	372,798	(61,424)	351,830	234,454	15,655	78,123	778,689
Year to Date Revenues	34,830,657	3,182,618	3,108,026	730,634	572,281	322,370	1,101,297	2,288,144	278,490	46,092,147
Year to Date Expenditures	28,477,686	3,388,885	3,010,255	980,111	324,734	325,295	1,064,233	466,537	186,896	37,898,337
Year to Date Net Income (Loss)	6,352,971	(206,267)	97,771	(249,477)	247,547	(2,925)	37,064	1,822,607	91,594	8,193,810
<b>Ending Fund Balance</b>	<b>6,374,769</b>	<b>(166,021)</b>	<b>174,810</b>	<b>123,321</b>	<b>186,123</b>	<b>348,905</b>	<b>271,518</b>	<b>1,838,262</b>	<b>169,717</b>	<b>8,972,499</b>

**NORTH WASCO COUNTY SCHOOL DISTRICT**

**Expenditure Status Report**

**For the ten months ending April 30, 2024**

DESCRIPTION	Budget	Year to Date Expenditures	Encumbrances	Balance	% Budget
<b>100 General Fund</b>					
1000 - Instruction	22,205,696	15,796,526	6,526,030	(116,860)	71.14%
2000 - Support Services	15,217,739	12,042,752	3,027,087	147,900	79.14%
5000 - Debt Service & Fund Transfers	944,030	638,408	-	305,622	67.63%
6000 - Contingency	-	-	-	-	0.00%
7000 - Unappropriated Ending Fund Balance	1,006,244	-	-	1,006,244	0.00%
<b>Totals</b>	<b>39,373,709</b>	<b>28,477,686</b>	<b>9,553,117</b>	<b>1,342,906</b>	<b>72.33%</b>
<b>210 - Federal Programs Fund</b>					
1000 - Instruction	4,282,627	2,517,349	746,410	1,018,868	58.78%
2000 - Support Services	1,921,865	845,825	126,222	949,818	44.01%
3000 - Enterprise & Community Services	253,101	25,711	-	227,390	10.16%
4000 - Capital Outlay	1,161,015	-	-	1,161,015	0.00%
7000 - Unappropriated Ending Fund Balance	-	-	-	-	0.00%
<b>Totals</b>	<b>7,618,608</b>	<b>3,388,885</b>	<b>872,632</b>	<b>3,357,091</b>	<b>44.48%</b>
<b>220 - State Grant Funds</b>					
1000 - Instruction	857,518	271,003	160,620	425,895	31.60%
2000 - Support Services	452,768	150,603	29,177	272,988	33.26%
3000 - Enterprise & Community Services	150,000	-	-	150,000	0.00%
4000 - Capital Outlay	500,000	139,715	-	360,285	27.94%
7000 - Unappropriated Ending Fund Balance	-	-	-	-	0.00%
<b>Totals</b>	<b>1,960,286</b>	<b>561,321</b>	<b>189,797</b>	<b>1,209,168</b>	<b>28.63%</b>
<b>230 - Local Grants</b>					
1000 - Instruction	102,768	56,165	14,328	32,275	54.65%
2000 - Support Services	84,980	90,818	-	(5,838)	106.87%
3000 - Enterprise & Community Services	693,324	733,924	59,391	(99,991)	105.86%
5000 - Debt Service & Fund Transfers	-	99,204	-	(99,204)	-
<b>Totals</b>	<b>881,072</b>	<b>980,111</b>	<b>73,719</b>	<b>(73,554)</b>	<b>111.24%</b>
<b>240 - Vocational Education Fund</b>					
1000 - Instruction	63,720	35,117	4,509	24,094	55.11%
<b>Totals</b>	<b>63,720</b>	<b>35,117</b>	<b>4,509</b>	<b>24,094</b>	<b>55.11%</b>
<b>242 - Enterprise Zone Funds</b>					
1000 - Instruction	55,000	36,115	-	18,885	65.66%
2000 - Support Services	165,000	94,146	-	70,854	57.06%
4000 - Capital Outlay	302,333	-	-	302,333	0.00%
<b>Totals</b>	<b>522,333</b>	<b>130,261</b>	<b>-</b>	<b>392,072</b>	<b>24.94%</b>
<b>251 - Student Investment Account</b>					
1000 - Instruction	1,393,474	780,832	326,407	286,235	56.03%
2000 - Support Services	2,058,827	1,093,415	371,369	594,043	53.11%
4000 - Capital Outlay	-	-	-	-	0.00%
<b>Totals</b>	<b>3,452,301</b>	<b>1,874,247</b>	<b>697,776</b>	<b>880,278</b>	<b>54.29%</b>
<b>252 - High School Success Account</b>					
1000 - Instruction	721,582	503,397	110,849	107,336	69.76%
2000 - Support Services	127,802	71,290	6,995	49,517	55.78%
4000 - Capital Outlay	-	-	-	-	0.00%
<b>Totals</b>	<b>849,384</b>	<b>574,687</b>	<b>117,844</b>	<b>156,853</b>	<b>67.66%</b>
<b>285 Technology Fund</b>					
2000 - Support Services	529,515	263,736	185	265,594	49.81%
7000 - Unappropriated Ending Fund Balance	-	-	-	-	0.00%
<b>Totals</b>	<b>529,515</b>	<b>263,736</b>	<b>185</b>	<b>265,594</b>	<b>49.81%</b>
<b>292 - Textbook Replacement Fund</b>					
1000 - Instruction	85,000	61,559	-	23,441	72.42%
2000 - Support Services	110,000	-	700	109,300	0.00%
7000 - Unappropriated Ending Fund Balance	211,880	-	-	211,880	0.00%
<b>Totals</b>	<b>406,880</b>	<b>61,559</b>	<b>700</b>	<b>344,621</b>	<b>15.13%</b>
<b>295 - Bus Replacement Fund</b>					
2000 - Support Services	768,392	324,734	605,224	(161,566)	42.26%
3000 - Enterprise & Community Services	164,000	-	-	164,000	0.00%
<b>Totals</b>	<b>932,392</b>	<b>324,734</b>	<b>605,224</b>	<b>2,434</b>	<b>34.83%</b>
<b>298 - Vehicle Replacement Fund</b>					
2000 - Support Services	20,000	-	-	20,000	0.00%
7000 - Unappropriated Ending Fund Balance	4,624	-	-	4,624	0.00%
<b>Totals</b>	<b>24,624</b>	<b>-</b>	<b>-</b>	<b>24,624</b>	<b>0.00%</b>
<b>299 - Nutrition Services Fund</b>					
3000 - Enterprise & Community Services	1,853,885	1,064,233	296,124	493,528	57.41%
<b>Totals</b>	<b>1,853,885</b>	<b>1,064,233</b>	<b>296,124</b>	<b>493,528</b>	<b>57.41%</b>
<b>303 - OSBA PERS Bonds</b>					
5000 - Debt Service & Fund Transfers	1,927,230	226,115	-	1,701,115	11.73%
7000 - Unappropriated Ending Fund Balance	100	-	-	100	0.00%
<b>Totals</b>	<b>1,927,330</b>	<b>226,115</b>	<b>-</b>	<b>1,701,215</b>	<b>11.73%</b>
<b>304 - Full Faith &amp; Credit Obligation</b>					
5000 - Debt Service & Fund Transfers	380,563	75,281	-	305,282	19.78%
7000 - Unappropriated Ending Fund Balance	-	-	-	-	0.00%
<b>Totals</b>	<b>380,563</b>	<b>75,281</b>	<b>-</b>	<b>305,282</b>	<b>19.78%</b>
<b>305 - Bus Purchase Fund</b>					
5000 - Short term debt service	165,000	164,141	-	859	99.48%
7000 - Unappropriated Ending Fund Balance	-	-	-	-	0.00%
<b>Totals</b>	<b>165,000</b>	<b>164,141</b>	<b>-</b>	<b>859</b>	<b>99.48%</b>
<b>401 - Capital Improvements</b>					
2000 - Support Services	66,000	15,648	-	50,352	23.71%
4000 - Capital Outlay	78,078	171,248	-	(93,170)	219.33%
<b>Totals</b>	<b>144,078</b>	<b>186,896</b>	<b>-</b>	<b>(42,818)</b>	<b>129.72%</b>
<b>Total All Funds</b>	<b>60,920,680</b>	<b>38,224,869</b>	<b>12,411,627</b>	<b>10,383,388</b>	

Month 23-24 SY	Chenoweth	Col Wright	Dry Hollow	Mosier Comm School	TDMS	TDHS	Innov. Academy	IA Virt'l	LTCT Cross Roads	Total
September 5	418	277	421	160	555	867	112	69	2	2881
September 20	419	277	423	159	550	841	110	75	2	2856
October 2	421	278	422	157	551	834	112	76	2	2853
November 1	420	280	423	155	549	809	110	88	2	2836
December 1	415	281	419	149	541	797	113	95	3	2813
January 2	409	281	420	149	538	783	112	105	3	2800
February 1	420	277	419	151	524	784	111	120	2	2808
March 1	422	279	425	148	515	774	112	124	3	2802
April 1	423	278	425	150	509	757	112	149	3	2806
May 1	422	274	426	153	502	736	117	144	5	2779
June 3										
Average	418.90	278.20	422.30	153.10	533.40	798.20	112.10	104.50	2.70	2823.40
Peak	423	281	426	160	555	867	117	149	5	2881

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Month 23-24 SY	Chenoweth	Col Wright	Dry Hollow	Mosier Comm School	TDMS	TDHS	Innov. Academy	IA Virt'l	LTCT Cross Roads	Total
September 5	418	277	421	160	555	867	112	69	2	2881
September 20	419	277	423	159	550	841	110	75	2	2856
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**SCHOOL DISTRICT 21**

Instructional Materials  
Recommendations:  
Math, English  
Language Proficiency  
(ELP), Spanish  
Language Arts (SLA)

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# Recommended Math Materials

- **Elementary School**
  - iReady Classroom Mathematics
- **Middle School**
  - iReady Classroom Mathematics
- **High School**
  - Reveal (McGraw Hill)

# Recommended Math Materials, K-8

***i-Ready Classroom Mathematics (K–8)*** is a comprehensive core mathematics program that makes math accessible to all students. Everything works together to support teachers and empower students to connect to mathematics in new ways. The program includes:

- An instructional design that allows students to take ownership of their learning
- Rigorous practice opportunities that build students' conceptual understanding and procedural fluency
- In-depth reports that enable instructional decisions so teachers can help students reach their greatest potential
- A wide range of [accessibility features](#) to maximize usability for all students

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# Recommended High School Math Materials (Algebra / Geometry / Algebra II and Pre-Calculus)

The principles of ***Reveal Math***<sup>®</sup> derive from the latest research on how students learn best—through productive struggle, rich tasks, and mathematical discourse. *Reveal Math* is a high school math curriculum that empowers educators to uncover the mathematician in every student through powerful explorations, rich technology, and timely and insightful differentiation opportunities. The unique approach of *Reveal Math* ensures students don't just meet the standards—they master them.

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# Testimonials from K-8 Students and Staff

- “Students are encouraged and supported as they discover math concepts in comfortable ways before bridging to new ways; they are able to share their different perspectives and strategies with their class and students are able to learn from each other and take the reins in explaining their thinking.” -Emily Stewart, 3rd grade at Dry Hollow Elementary
- I hear from students who don't normally share out loud in class. The "Start" warmup problems have been instrumental in getting students to talk. I use the discourse cards and appreciate the sentence frames and question stems built into the slideshow presentations. I love that this curriculum has ideas for specific structured student talk routines that I can build into my lessons. The "Connect to Culture" slides have also been a wonderful way to get students thinking about the background of a problem that I will then introduce.” - Cassie Stahly, 7th grade at The Dalles Middle School

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# Testimonials from K-8 Students

- “What I liked about MyPath is that they personalized it specially for you.”  
-5th grader
- “It was fun!” -3rd grader
- “It helps you through the problems and it takes you step by step.” -6th grader
- “Something I liked about iReady is that if you did not understand something it would have you keep trying til you understood. It also would give hints if you're not understanding well.” -7th grader at The Dalles Middle School

# Testimonials from High School Students and Staff

- “The application problems are relevant and current and explore the significance of precalculus content in the broader world. The ALEKS component helps students control their own learning path and know what practice they may need.” -Kara Tonn, The Dalles High School
- “I liked how you were able to learn concepts in a quick way. You were given a problem, shown how to solve it, then you solve problems like it on your own. It's a quick version of notes, and a great way to learn concepts.” -Algebra I student
- “I liked how it reviewed my progress in mathematics and reminded me what areas to study more in.” -Pre Calculus student
- “I liked how engaged and participatory my classmates and I are during the class.” -Pre Calculus student

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# Overview of Costs

- Initial Purchase \$175,000
  - K-8 \$135,000
    - Teacher materials
    - Student consumable materials
    - Manipulatives
  - Algebra / Geometry / Algebra II and Pre-Calculus estimated at \$40,000
- Professional Development estimated \$25,000
- Ongoing annual costs \$85,000
  - Student consumable materials
  - Additional classroom materials as DLI expands

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# Professional Learning

- All K-5 and 6-12 math teachers will participate in training for the new programs. The training is ongoing throughout the life of the adoption in order to continue to learn, grow, and implement additional features of the programs.

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# Recommended K-12 ELP Materials with Annual Costs

## \$16,500

- **Elementary School**

- Designated–Wit & Wisdom \$0
- Newcomers–Get Ready! \$3500

- **Middle School**

- Designated–Amplify \$0
- Newcomers–Get Ready! \$3500

- **High School**

- Designated–Perspectives \$6000
- Newcomers–Get Ready! \$3500

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## Perspectives (from ODE Approved List)

*Perspectives* is a four-level series in American and British English that teaches learners to think critically and to develop the language skills they need to find their own voice in English. The carefully-guided language lessons, real-world stories, and TED Talks motivate learners to think creatively and communicate effectively.

## Get Ready! (from ODE Approved List)

Get Ready! for middle and high school is a comprehensive program for newcomer and beginning-level proficiency students. Published in two volumes (for grades 6–8 and 9–12), the curriculum is built on specialized knowledge necessary for working with culturally and linguistically diverse learners, the assets they bring into the classroom, and the academic challenges they face.

# Professional Learning

- Professional Learning will be asynchronous with the options to have virtual calls with representatives from all companies.

## Recommended DLI LA Materials, K-12

**Amplify Caminos** is designed to support any biliteracy model, including English as a Second Language (ESL), transitional bilingual programs, dual language strands, and Spanish immersion programs. Combined with its English language partner, **Amplify Core Knowledge Language Arts (CKLA)**, Amplify Caminos provides a comprehensive biliteracy solution.

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# Overview of Costs

- Initial adoption \$35,000
  - Materials for Spanish Language Arts K-4
  - Materials for English Language Arts in grades 3-4
- Ongoing yearly costs
  - Estimated \$18,000 for 2025-2026
  - As DLI expands, materials and professional development will need to be purchased.

# Professional Learning

- DLI teachers will have ½ day onsite professional development for Caminos and ½ day onsite professional development for CKLA (English counterpart) in order to effectively implement dual language instruction in their classrooms.



# North Wasco County School District #21

School District Board of Directors

## Board Motion for Action Item

### BOARD ACTION

Date: *May 23<sup>rd</sup>, 2024*

Action Requested: *Approve & Adopt Math Curriculum & materials*

#### ACTION:

**Motion to approve the recommendation to adopt the following Math Curriculum and materials as presented:**

- iReady Classroom Mathematics at the Elementary & Middle School level
- Reveal (McGraw Hill) at the High School level

3632 West 10<sup>th</sup> Street, The Dalles, OR 97058  
541-506-3420 Fax 541-298-6018

*"The North Wasco County School District is an equal opportunity educator and employer."*

## Requirements of an Independent Adoption (OAR 581-022-2350)

Without prior notice to the State Board of Education, the district school board of any school district, **with the assistance of teachers and administrators of the district**, may adopt independently instructional materials for use in place of or in addition to those adopted by the Board, provided they **meet the guidelines and criteria established by the Board**. The **district school board shall involve parents and citizens in the process**. Such district adoptions shall be known as independent adoptions. In order to give proper notification that an independent adoption is being made, the administrative head of the district must provide the district school board, prior to placing the instructional materials into use in the local schools, the following information:

(1) The **subject, category, and grade level(s)** in which the instructional materials will be used

English Language Proficiency

Designated ELD

6-8

(2) The **title** of the instructional materials

Amplify

(3) The **publisher** of the instructional materials

Amplify

(4) The **copyright date** of the instructional materials

2023

(5) The **date on which the district intends to install the instructional materials for use** in the school system

Amplify will be installed as the instructional materials for Designated ELP when school begins in the 2024-2025 school year.

(6) A **statement that a completed criteria checklist showing the degree to which the instructional materials meet the criteria established by the State Board of Education** is on file in the district office. (Criteria checklists for the specific

subject/category are available from the Department of Education.)

A completed criteria checklist showing the degree to which the instructional materials meet the criteria established by the State Board of Education is on file in the District Office.

(7) A statement of assurance that the independently adopted instructional **materials will comply with the most current National Instructional Materials Accessibility Standard (NIMAS) specifications** regarding accessible instructional materials. The materials comply with the most current National Instructional materials Accessibility Standard specifications.

(8) Digital, electronic, or web-based materials must include an **accessibility conformance report for each electronic component that documents adherence to the Web Content Accessibility Guidelines (WCAG)** identified in the circular of information and technical standards required by the Federal Rehabilitation Act, Section 508.

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(1) The **subject, category, and grade level(s)** in which the instructional materials will be used

English Language Proficiency

Designated ELD

K-5

(2) The **title** of the instructional materials

Wit & Wisdom

(3) The **publisher** of the instructional materials

Great Minds

(4) The **copyright date** of the instructional materials

2023

(5) The **date on which the district intends to install the instructional materials for use** in the school system

Wit & Wisdom will be installed as the instructional materials for Designated ELP when school begins in the 2024-2025 school year.

(6) A **statement that a completed criteria checklist showing the degree to which the instructional materials meet the criteria established by the State Board of Education** is on file in the district office. (Criteria checklists for the specific

subject/category are available from the Department of Education.)

A completed criteria checklist showing the degree to which the instructional materials meet the criteria established by the State Board of Education is on file in the District Office.

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# North Wasco County School District #21

School District Board of Directors

## Board Motion for Action Item

### BOARD ACTION

Date: *May 23<sup>rd</sup>, 2024*

Action Requested: *Approve & Adopt DLI Spanish Language Arts Curriculum & materials*

**ACTION:** *(Revised 5.20.24)*

**Motion to approve the recommendation to adopt the following DLI Spanish Language Arts Curriculum and materials as presented:**

- **Amplify Caminos for K-12<sup>th</sup> grade**

3632 West 10<sup>th</sup> Street, The Dalles, OR 97058  
541-506-3420 Fax 541-298-6018

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# North Wasco County School District #21

School District Board of Directors

## Board Motion for Action Item

### BOARD ACTION

Date: May 23<sup>rd</sup>, 2024

Action Requested: *Approve & Adopt ELP Curriculum & materials*

**ACTION:** *(REVISED 5.20.24)*

**Motion to approve the recommendation to adopt the following ELP Curriculum and materials as presented:**

- Elementary Designated ELD Wit & Wisdom;
- Elementary ELP in DLI Amplify CKLA;
- Middle School Designated ELD Amplify;
- High School Designated ELD Perspectives; and
- K-12 Newcomers Get Ready!

3632 West 10<sup>th</sup> Street, The Dalles, OR 97058  
541-506-3420 Fax 541-298-6018

*“The North Wasco County School District is an equal opportunity educator and employer.”*

# North Wasco County School District 21

Code: IGBAF  
Adopted: 2/8/01  
Revised/Readopted: 5/26/04; 11/15/07; 6/15/17;  
9/22/22  
Orig. Code: IGBAF

## **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

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### Legal Reference(s):

<a href="#">ORS 343.151</a>	<a href="#">OAR 581-015-2205</a>	<a href="#">OAR 581-015-2235</a>
<a href="#">ORS 343.155</a>	<a href="#">OAR 581-015-2210</a>	<a href="#">OAR 581-015-2055</a>
	<a href="#">OAR 581-015-2215</a>	<a href="#">OAR 581-015-2600</a>
<a href="#">OAR 581-015-2000</a>	<a href="#">OAR 581-015-2220</a>	<a href="#">OAR 581-015-2065</a>
<a href="#">OAR 581-015-2190</a>	<a href="#">OAR 581-015-2225</a>	<a href="#">OAR 581-015-2265</a>
<a href="#">OAR 581-015-2195</a>	<a href="#">OAR 581-015-2229</a>	
<a href="#">OAR 581-015-2200</a>	<a href="#">OAR 581-015-2230</a>	

[ORS 343.068](#)  
[ORS 343.321 - 343.333](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5 to -300.6, 300.22 to -300.24, 300.34, 300.43, 300.105 to -106, 300.112, 320.325, 300.328, 300.501 (2012).

# North Wasco County School District 21

Code: IGBAF-AR  
Adopted: 3/20/08  
Revised/Readopted: 5/19/16; 6/15/17; 2/24/22  
Orig. Code: IGBAF

## 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.
- 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 **ensures that each** ~~informs all~~ teachers and service providers **is informed of:**
  - (1) ~~of~~ Their specific responsibilities for implementing the IEP 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.
- f. The district takes steps to ensure that parent(s) are present at each IEP meeting or have the opportunity to participate through other means.
- ~~g. 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 parents, 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 parents;
  - (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 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 students 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 district wide assessments of student achievement.
  - (a) A student will not be exempt from participation in state or district wide 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 district wide 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. 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 reserved copy of the IEP with the changes incorporated.

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 his or her 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; and
- (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.

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 441-345-0020. 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.

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.

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 a free appropriate public education (FAPE) and.
- 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.

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 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.

## 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 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 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 new district:

- (1) Conducts an initial evaluation (if determined necessary by the new district to determine Oregon eligibility) with parent consent and determines whether the student meets eligibility criteria described in Oregon Administrative Rules.
- (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.<sup>1</sup>

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.

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<sup>1</sup> See ORS 343.324.

# North Wasco County School District 21

Code: **IGBAG**  
Adopted: 3/20/08  
Revised/Readopted: 3/10/11; 6/15/17

## **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.

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<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 FAPE available to the child because of the failure to provide the child with further special education and related services; and 4) the district is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education or related services.

## Procedural Safeguards Notice

1. The district provides to parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education, 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

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### Legal Reference(s):

[ORS 343.155](#)

[ORS 343.165](#)

[ORS 343.177](#)

[ORS 343.181](#)

[ORS 343.173](#)

[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

~~(2006). Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ (2008).~~

# North Wasco County School District 21

Code: GBNAB/JHFE  
Adopted: 1/20/22; 5/23/24  
Orig. Code: JHFE

## Suspected Abuse of a Child Reporting Requirements\*\*

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 by telephone or otherwise to the local office of~~ **make a report to** the Oregon Department of Human Services (DHS) ~~or its designee~~ **through the centralized child abuse reporting system<sup>2</sup>** or to ~~the a~~ 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>32</sup>** with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made~~ in the same manner **described above** 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~~.

~~If known,~~ **The** report shall **must** contain, **if known**, 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>43</sup>, agents<sup>54</sup>, volunteers<sup>65</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 its designee~~ **through its centralized child abuse reporting system** or ~~the local~~ **to a** law enforcement agency ~~pursuant to ORS 419B.015~~, and to ~~the a~~ designated licensed administrator.

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<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>32</sup> "Person" could include adult, student or other child.

<sup>43</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>54</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>65</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.

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 human resources director 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 JHFE/GBNAB-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 and or the local centralized child abuse reporting system of 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 JHFE/GBNAB-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 strongly discouraged.

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

END OF POLICY

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**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).  
~~Senate Bill 51 (2021).~~

# North Wasco County School District 21

Code: **EBBB**  
Adopted: 8/24/17; 11/21/17; 5/23/24

## **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. **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 ~~overnight~~ **in-patient** hospitalization for medical treatment<sup>4,2</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>6,3</sup> shall be reported<sup>7</sup> to OSHA within eight hours.

**ALL** injuries **or** /illnesses sustained by an employee, while in the actual performance of the duty of the employee or by a student or visiting public **and accidents involving district property, employees, students or visiting public** will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

The district safety officer will maintain records ~~and reports~~ on ~~serious~~ injuries, /illnesses, ~~including~~ **and** accidents involving district property, ~~or~~ employees, students or visiting publics, ~~and periodic statistical~~

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<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>4,2</sup>"Medical" treatment ~~includes managing or caring for~~ **is the management or care** of a patient ~~for the purpose of~~ **to** combatting disease or disorder. The following are not considered medical treatment: visits to a ~~doctor~~ **physician** or **other licensed** health care professional solely for observation or counseling; diagnostic procedures, **such as x-rays and blood tests**, including administering prescription medications ~~used~~ **solely** for diagnostic purposes; ~~and or~~ any procedure that can be labeled first aid according to OAR 437-001-0700(8)(d)(A)(iii).

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

<sup>6,3</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)

~~reports on the number and types of injuries/illnesses occurring in the district, as well as on the measures being taken to prevent such injuries/illnesses in the future.~~

The records will include monthly reporting information and an analysis of the data and trends will be conducted at least annually. **These records will include prevention measures taken, reporting information, periodic statistical reports on the number and types of injuries, illnesses and accidents occurring in the district, and monthly and annual analyses of accident data.** Such reports will be submitted to the superintendent for review.

END OF POLICY

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**Legal Reference(s):**

ORS 339.309

OAR 437-001-0700

OAR 437-001-0760

OAR 437-001-0015

OAR 581-022-2225

# North Wasco County School District 21

Code: GBN/JBA  
Adopted: 6/08/00  
Revised/Readopted: 3/31/04; 12/15/16; 8/23/18;  
6/18/20; 10/22/20; 5/23/24  
Orig. Code: GBN/JBA

## Sexual Harassment

The district is committed to the elimination of 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.
3. Assault when sexual contact occurs without ~~the student's, staff member's or third party's consent~~ because the student, staff member or third party is under the influence of drugs or alcohol, is

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<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 school-sponsored activity or program; or 3) 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.

~~unconscious or is pressured through physical force, coercion or explicit or implied threats~~  
**consent<sup>2</sup>.**

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, 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):

Position	Phone	Email
Director of Human Resources	541-506-3420	<a href="mailto:HR@nwasco.k12.or.us">HR@nwasco.k12.or.us</a>

The director of human resources is responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. The director of human resources 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 student, student's parents, staff member, person or person's parent who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.

<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.

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;
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.

The Director of Human Resources is designated as the Title IX Coordinator and can be contacted at 541-506-3420. The Title IX Coordinator will coordinate the district’s efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

### **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>62</sup> The district shall

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<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))

treat complainants and respondents equitably by providing supportive measures<sup>63</sup> to the complainant and by following a grievance procedure<sup>74</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>85</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>96</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
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

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<sup>63</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>3</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>74</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>85</sup> The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

<sup>96</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))

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator or the Assistant Secretary<sup>107</sup>, or both.

### **No Retaliation**

Neither the district or any person may retaliate<sup>118</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 and contact information for the Title IX Coordinator shall be prominently published in the school student handbook and district staff handbook and on the school and 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

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

[ORS 243.706](#)  
[ORS 342.850](#)  
[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).

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<sup>107</sup> Of the United States Department of Education.

<sup>118</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

# North Wasco County School District

Code: GCDA/GDDA  
Adopted: 11/21/17; 5/23/24

## **Criminal Records Checks and Fingerprinting**

In a continuing effort to further ensure the safety and welfare of students and staff, the district shall require ~~all newly hired full-time and part-time employees not requiring licensure to undergo a~~ **certain individuals to submit to a** criminal records check and/or fingerprinting. ~~Other individuals, as determined by the district, that will have direct, unsupervised contact with students shall have criminal records checks and/or fingerprinting as required by law.~~ **This includes employees, contractors, volunteers and others.**

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

**All newly hired employees<sup>1</sup> not identified under Oregon Revised Statutes (ORS) 342.223<sup>2</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>3</sup> or private school, and has not resided outside the state between the two periods of employment**

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

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

**When the criminal records check indicates an individual has been convicted of any crimes<sup>4</sup> prohibiting employment, the individual will not be employed, or if employed will be terminated. When the criminal records check indicates an individual has knowingly made a false statement as to the conviction of any crime, the individual ~~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**

<sup>1</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>2</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>3</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>4</sup> See OAR 581-021-0511(8).

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 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.

All individuals employed as or by a contractor and considered by the district to have direct, unsupervised contact with students<sup>5</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

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<sup>5</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)

2. Notification<sup>6</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.

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.

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<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.

**[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;
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.

## 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.

1. Fingerprints may be collected by one of the following:
  2. Employing district staff;
  3. Contracted agent of employing district;
  4. Local or state law enforcement agency; or
  5. Statewide vendor identified by the Oregon Department of Administrative Services.
6. 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.
7. 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.
8. 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.

~~“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.~~

~~As required by state law, a criminal records check and/or fingerprinting shall be required of the following individual or individuals (subject individuals and requirements are further outlined in GCDA/GDDA AR Criminal Records Checks and Fingerprinting):~~

1. ~~All district contractors and/or their employees, whether employed part time or full time, considered by the district to have unsupervised access to students;~~
2. ~~All contractors and/or their employees who provide early childhood special education or early intervention services in accordance with rules established by the Oregon Department of Education, Child Care Division;~~
3. ~~Any community college faculty member providing instruction at the site of an early childhood education program or 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;~~
4. ~~Any individual who is an employee of a public charter school and not requiring licensure; and~~
5. ~~<sup>7</sup>Any individual considered for volunteer service with the district who is to have direct, unsupervised contact with students.~~

~~The identity of an individual requiring fingerprinting will be provided by the district to the authorized fingerprinter for verification.~~

~~An individual shall be subject to fingerprinting only after acceptance of an offer of employment or contract.~~

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

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

~~A subject individual who has failed to disclose the presence of convictions that would not otherwise prohibit his/her employment with the district as provided by law, may 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.~~

~~An individual who knowingly made a false statement as to the conviction of any crime on district volunteer forms, as determined by the district, may result in immediate termination from the ability to volunteer in the district.~~

~~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**

~~An individual eligible may appeal a determination that prevents his/her employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case and will be so notified in writing by the ODE.~~

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<sup>7</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 background checks on these volunteers.

END OF POLICY

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**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 581-021-0500  
OAR 581-022-2430  
OAR 584-050-0012

OAR 414-061-0010 to -0030

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2017).

## North Wasco County School District 21

Code: **JECBA-AR (1)**  
 Revised/Reviewed: 6/08/00; 6/09/04; 10/24/13; 4/28/16; 12/13/18; 5/23/19; 5/27/21; 5/23/24  
 Orig. Code(s): JECBA-AR

### Procedures for Admission of Exchange Students

The following procedures govern the admission of foreign exchange students to North Wasco County School District 21.

#### 1. J-1 Exchange Visitor Students

##### a. Approved Sponsoring Organizations

Those organizations sponsoring J-1 exchange students, which are approved by the Council on Standards for International Educational Travel and North Wasco County School District 21 may place exchange students in the district for a maximum of one school year.

##### b. Number of Students Enrolled

(1) The following foreign exchange programs will be allowed to place students in the district's high school.

- (a) American Field Service;
- (b) Rotary;
- (c) E.F. Foundation for Foreign Study;
- (d) International Cultural Exchange Services (ICES).
- (e) International Student Exchange
- (f) Aspect Foundation**
- (g) AFICE**

A ratio of 1 per 100 students will be used to determine the number of exchange students admitted to the district's high school. Equitable consideration will be given to all approved organizations, while North Wasco County School District 21 will make placement decisions at their discretion. Individual programs will be limited to three students per year.

##### c. Prior Notice

Sponsoring organizations shall notify the district when a host family has been selected within the district boundaries no later than August 1 for first trimester enrollment, October 31 for second trimester enrollment and February 15<sup>th</sup> for third trimester enrollment. During that time, specific student placement information must be provided.

d. Required Placement Information

The following student placement information must be provided by the sponsoring organization, according to the time requirements stated above:

- (1) Evidence that the enrolling exchange student has adequate English language proficiency to study effectively in a U.S. high school:
  - (a) An English proficiency test, of the district's own design or choosing may be administered, and will supersede all other tests;
  - (b) If an organization places a student who, upon arrival, is deficient in English language proficiency, as deemed by the district, the organization will do one of the following:
    - (i) Terminate the student's placement;
    - (ii) Provide and pay for tutorial help until the student reaches proficiency, as determined by the district.
- (2) An official document from all academic institutions attended from grade seven to the present, with an accompanying English translation, indicating courses studied and grades received;
- (3) Immunization record, completed on the official Oregon form, indicating compliance with Oregon regulations;
- (4) Verification of health and accident insurance coverage, with a minimum limit of \$15,000 coverage;
- (5) The name of the sponsoring organization's local contact person, street address and daytime telephone number;
- (6) The host family's name, street address, home and work telephone numbers;
- (7) The legal parent's name, street address and telephone number.

e. Age Limitations

Exchange students must be at least 15 years of age, but may not have reached their 19th birthday, on the day of enrollment.

f. Course Assignment

- (1) Exchange students will be enrolled as full-time students.
- (2) The sponsoring organization's policies regarding course assignment will be given consideration in the assignment of classes.

g. Academic Considerations

- (1) **Grades** - Exchange students will be graded and evaluated academically.

- (2) **Credits** - Exchange students will be granted credits for successfully completed course work.
- (3) **Diplomas** - Exchange students who successfully complete assigned course work will be awarded an honorary diploma. Exchange students who successfully complete state and district graduation requirements may be awarded a regular diploma.
- (4) **Graduation** - Exchange students who successfully complete assigned course work will be allowed to participate in commencement exercises.

h. Financial Responsibilities

- (1) The district will provide no financial assistance or benefits to exchange students.
- (2) Exchange students will be responsible for school fees and expenses.

i. Rights and Privileges

- (1) Exchange students will be subject to the same policies, regulations, rules of conduct and attendance requirements as regular students.
- (2) Exchange students will be accorded all the rights and privileges of students, except as noted, during their period of enrollment.

j. Registration

- (1) The exchange student must present himself/herself for registration prior to the first day of classes for the current semester.
- (2) At the time of registration, the exchange student will be provided a form, to be signed by him/her, the host family and a representative of the sponsoring organization, indicating compliance with the conditions as stated in this policy.

k. Revocation or Suspension of Sponsoring Organization

Should the guarantee or documentation provided by a sponsoring organization prove invalid, further acceptance of exchange students from that organization will be dependent upon proof of compliance with district policy. The burden of proof rests with the sponsoring organization.