

COOS BAY PUBLIC SCHOOLS
BOARD OF DIRECTORS
Milner Crest Education Center
1255 Hemlock Ave., Coos Bay, OR 97420
August 13, 2016

AGENDA

9:00 AM **SPECIAL BOARD MEETING**

- 1. APPROVE AGENDA**

- 2. WORKSHOP WITH NEXTUP LEADERSHIP**
 - A. **Working Together Successfully
 - B. **Board/Superintendent Roles and Responsibilities
 - C. **Working Agreements & Protocols
 - D. **Goal Setting & Performance Measures

- 3. SUPERINTENDENT UPDATES**

- 4. BOARD BUSINESS**
 - A. School Board's Goals
 - B. Superintendent's Goals
 - C. Committee & School Assignments
 - D. Oregon School Board Association (OSBA) Fall Regional Convention and Annual State Convention
 - E. Budget Committee Openings

- 5. ACTION ITEMS TO CONSIDER**
 - A. *Policies – 2nd Reading & Possible Adoption
 1. IKF – Graduation Requirements
 2. IKF-AR – Delete
 3. JECF – Interdistrict Transfer of Resident Students
 4. JGE – Expulsion
 5. JHCD – Nonprescription Medication
 6. KG – Facility Usage
 7. KG-AR(1) – Facility Usage
 8. KG-AR(2) – Facility Usage
 - B. **Approve New Hires

- 6. ADJOURN MEETING**

* Available in packet

** Available at meeting

Visit the District's Webpage at www.cbd9.net

Upcoming Events

Date	Event
8/13	Special School Board Meeting & Workshop
8/15	Administrator Meeting
8/18	K-3 Bridges Math Curriculum Training
8/23 & 8/24	Welcome & Training for New Staff
8/25	First Aid Training 8:00 – 12:30 @ Milner Crest
8/29	All Staff Return
8/29	4 th – 5 th Ready Math & 6 th – Integrated Math Big Ideas Curriculum Training
8/30	All Staff Meeting
8/31	CBSD All Coaches Meeting 12:00 – 1:00 @ Heritage Hall
8/31	SPED Staff Training @ 1:00 PM
9/6	First Day for Students 1 st – 7 th Grade and Orientation for MHS 8 th Grade & HLC
9/7	First Day for MHS Students 9 th – 12 th
9/6 – 9/9	Week of Kindergarten Orientation Appointments
9/12	First Day for Kindergarten @ Blossom Gulch and Madison Elementary Schools
9/12	Regular School Board Meeting, 6:00 PM @ Milner Crest Education Center

Coos Bay School District 9

Code: **IKF**
Adopted: 6/11/12
Readopted: 3/10/14; 3/09/15

Graduation Requirements

The Board will establish graduation requirements for the awarding of a high school diploma, honors diploma, modified diploma, extended diploma and alternative certificate which meet or exceed state requirements. A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is received by the student's parent or guardian or by the student if they are 18 years of age or older or emancipated.

Diploma

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 25 credits, which include at least:

1. Three credits of mathematics (one unit at Algebra I level ~~or higher~~, two units above Algebra 1;
2. Four credits of English (one unit in written comprehension);
3. Three credits of science;
4. Three credits of social sciences including history, civics, geography and economics (including personal finance);
5. One credit in health education;
6. One credit in physical education; and
7. Three credits earned in any one or a combination of career and technical education, the arts or world language;
8. One credit in career planning.

8-9. Balance of elective credits needed to meet the minimum 25 credits required

The district shall offer students credit options provided the method for obtaining such credits is described in the student's personal education plan and the credit is earned by meeting requirements described in OAR 581-022-1131.

Honors Diploma

A high school honors diploma will be awarded to students in grades 9 through 12 who complete a minimum of 25 credits, which include at least:

1. Language Arts (4 credits) -Includes Honors 9 and Honors 10 as well as 1 credit of AP/college bearing credit or other approved advanced coursework, including Journalism or Speech & Debate.
2. Mathematics (4 credits) -Includes 2 credits in mathematics beyond Integrated II or its equivalent.
3. Science (4 credits) -Includes 2 credits of advanced coursework (Chemistry, Physics, Anatomy, AP Biology or other approved coursework) in a lab based science class.
4. Social Sciences (3 credits) -Includes 1 credit of AP/college bearing credit or other approved advanced coursework.
5. World Language (3 credits) -Minimum of 3 years of study in a foreign language or (4 credits) - 2 years of foreign language and 2 years of Fine Art/CTE
6. One credit in health education
7. One credit in physical education
8. One credit in career planning
9. Balance of elective credits needed to meet the 25 minimum credits required

Additional Honors Diploma Requirements

1. Minimum 3.5 grade point average
2. Meet Oregon Public University System entrance requirements
3. 92% attendance
4. Pass the Oregon State Assessments or Oregon state approved alternative assessments
5. 24 hours of documented community service

To receive a diploma, honors diploma or modified diploma, in addition to credit requirements, as outlined in OAR 581-022-1130 and OAR 581-022-1134, respectively, a student must:

1. Demonstrate proficiency in the essential skills of reading, writing and apply math;
2. Develop an education plan and build an education profile;
3. Demonstrate extended application through a collection of evidence; and
4. Participate in career-related learning experiences.

Essential Skills

The district will allow English Language Learner (ELL) students to demonstrate proficiency in the Essential Skill of Apply Mathematics, in a variety of settings, in the student's language of origin for those students who by the end of their 11th grade year are:

1. On track to meet all other graduation requirements; and
2. Unable to demonstrate proficiency in the Essential Skills in English.

The district will allow ELL students to demonstrate proficiency in Essential Skills other than Apply Mathematics, in a variety of settings, in the student's language of origin for those students who by the end of their 11th grade year:

1. Are on track to meet all other graduation requirements;
2. Are unable to demonstrate proficiency in the Essential Skills in English;
3. Have been enrolled in a U.S. school for five years or less; and
4. Receive at least a level 3 (Intermediate) on the English Language Proficiency Assessment (ELPA).

The district will develop procedures to provide assessment options as described in the Test Administration Manual, in the ELL student's language of origin for those ELL students who meet the criteria above, and will develop procedures to ensure that locally scored assessment options administered in an ELL student's language of origin are scored by a qualified rater.

Essential Skills Appeal

The district will follow Board policy KL - Public Complaints in the event of an appeal for the denial of a diploma based on the Essential Skills graduation requirement. The district will retain student work samples and student performance data to ensure that sufficient evidence is available in the event of an appeal.

Modified Diploma

A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic standards established by the State Board of Education for a diploma while receiving reasonable modifications and accommodations. A modified diploma may only be awarded to a student who meets the eligibility criteria below:

1. Has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or
2. Has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students, who while in grade nine through completion of high school, complete 24 credits which shall include:

1. Three credits in English;

2. Two credits in mathematics;
3. Two credits in science;
4. Two credits in social sciences;
5. One credit in health;
6. One credit in physical education; and
7. One credit in career technology, the arts or a world language.
8. One credit in career planning
9. Balance of elective credits to meet the 24 minimum credits required

Districts may make modifications to the assessment for students who seek a modified diploma when the following conditions are met:

1. For a student on an individualized education program (IEP), any modifications to work samples must be consistent with the requirements established in the IEP. Modifications are changes to the achievement level, construct, or measured outcome of an assessment. This means that IEP or school teams responsible for approving modifications for a student's assessment may adjust the administration of the assessment and/or the assessment's achievement standard.
2. For a student not on an IEP, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed; and in the year in which the student is being assessed and modifications must be approved by the school team that is responsible for monitoring the student's progress toward the modified diploma.

Students not on an IEP or a 504 Plan may not receive a modified OAKS assessment.

A student's school team shall decide that a student should work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school.

A student's school team may decide to revise a modified diploma decision.

A student's school team may decide that a student who was not previously working towards a modified diploma should work towards one when the student is less than two years from anticipated exit from high school if the documented history has changed.

Extended Diploma

An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards for a diploma while receiving modifications and accommodations. To be eligible for an extended diploma, a student must:

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than six credits in a self-contained special education classroom and will include:
 - a. Two credits of mathematics;
 - b. Two credits of English;
 - c. Two credits of science;
 - d. Three credits of history, geography, economics or civics;
 - e. One credit of health;
 - f. One credit of physical education; and
 - g. One credit of the arts or a world language.

2. Have a documented history of:
 - a. An inability to maintain grade level achievement due to significant learning and instructional barriers;
 - b. A medical condition that creates a barrier to achievement; or
 - c. A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

Beginning in grade five or after a documented history to qualify for an extended diploma has been established, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of a modified diploma, an extended diploma and an alternative certificate.

Alternative Certificates

Alternative certificates will be awarded to students who do not satisfy the requirements for a diploma, modified diploma or extended diploma if the students meet minimum credit requirements established by the district. Alternative certificates will be awarded based on individual student needs and achievement. A student who receives a modified diploma, extended diploma or alternative certificate will have the option of participating in a high school graduation ceremony with the student's class.

Other District Responsibilities

The district will ensure that students have onsite access to the appropriate resources to achieve a diploma, honors diploma, modified diploma, extended diploma or alternative certificate at each high school. The district will provide age appropriate and developmentally appropriate literacy instruction to all students until graduation.

The district may not deny a student, who has the documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers, or of a medical condition that creates a barrier to achievements, the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma for the sole reason the student has the documented history.

The district may award a modified diploma or extended diploma to a student only upon the consent of the student's parent or guardian. The district shall receive the written consent during the school year in which the modified diploma or extended diploma is awarded. A student who is emancipated or has reached the age of 18 at the time the modified diploma or extended diploma is awarded may sign the consent.

A student shall have the opportunity to satisfy the requirements for a modified diploma, extended diploma or alternative certificate in either four years after starting the ninth grade, or until the student reaches the age of 21, if the student is entitled to a public education until the age of 21 under state or federal law.

A student may satisfy the requirements for a modified diploma, extended diploma or alternative certificate in less than four years but not less than three years. In order to satisfy the requirements for a modified diploma, extended diploma or alternative certificate in less than four years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

A student who received a modified diploma, extended diploma or alternative certificate will have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, extended diploma or alternative certificate shall have access to individually designed instructional hours, hours of transition services and hours of other services that equals at least the total number of instructional hours that is required to be provided to students who are attending a public high school, unless reduced by the IEP team.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a free appropriate public education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, an alternative certificate or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, extended diploma or alternative certificate is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

The district will review graduation requirements biennially in conjunction with the secondary school improvement plan. Graduation requirements may be revised to address student performance.

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students who opt-out will need to meet the Essential Skills graduation requirement using another approved assessment option. Students may opt out of Oregon Assessment of Knowledge and Skills (OAKS) or alternate Oregon Extended Assessment by completing the Oregon Department of Education's Opt-out Form¹ and submitting the form to the district.

The district will issue a high school diploma, upon request, to a person who served in the Armed Forces², as specified in Oregon law, if the person was discharged or released under honorable conditions and has

¹www.ode.state.or.us: and navigate to Testing - Student Assessment > Smarter Balanced

²The policy applies to any person who:

1. Served in the Armed Forces of the U.S. at any time during:
 - a. World War I;

received either a General Educational Development, a post-secondary degree or has received a minimum score on the Armed Services Vocational Aptitude Battery.

The district shall establish conduct and discipline consequences for student-initiated test impropriety. "Student-initiated test impropriety" means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

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- b. World War II;
 - c. The Korean Conflict; or
 - d. The Vietnam War;
2. Served in the Armed Forces of the U.S. and was physically present in:
- a. Operation Urgent Fury (Grenada);
 - b. Operation Just Cause (Panama);
 - c. Operation Desert Shield/Desert Storm (Persian Gulf War);
 - d. Operation Restore Hope (Somalia);
 - e. Operation Enduring Freedom (Afghanistan); or
 - f. Operation Iraqi Freedom (Iraq);
3. Served in the Armed Forces of the U.S. in an area designated as a combat zone by the President of the U.S.

Legal Reference(s):

[ORS 329.095](#)
[ORS 329.451](#)
[ORS 332.107](#)
[ORS 332.114](#)
[ORS 338.115](#)
[ORS 339.115](#)
[ORS 339.505](#)
[ORS 343.295](#)

[OAR 581-022-0615](#)
[OAR 581-022-0617](#)
[OAR 581-022-1130](#)
[OAR 581-022-1131](#)
[OAR 581-022-1133](#)
[OAR 581-022-1134](#)
[OAR 581-002-1135](#)
[OAR 581-022-1210](#)
[OAR 581-022-1215](#)
[OAR 581-022-1350](#)
[OAR 581-022-1910](#)

[HB 2655 \(2015\)](#)

TEST ADMINISTRATION MANUAL, APPENDIX L-REQUIREMENTS FOR ASSESSMENT OF ESSENTIAL SKILLS.

Cross Reference(s):

IKFA - Early Graduation

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Coos Bay School District 9

Code: IKF-AR
 Adopted: 3/10/14

Graduation Requirements

Diploma

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 24 credits depending upon when the student first enrolled as a freshman according to the following table:

Subject	Student first enrolled in grade nine during 2010-11 school year or first enrolled in grade nine in any subsequent years (Graduates of 2014 and beyond)
English	4 (one unit in written composition)
Math	3 (<u>shall include one unit at Algebra I level and two units that are at a higher level</u>)
Science	3
Social Studies	3 (<u>including history, civics, geography and economics (including personal finance)</u>)
Health	1
PE	1
Career Technical Ed, The Arts or World Language (in any one or combination thereof)	3 (<u>units shall be earned in any one or a combination</u>)
Electives	6
Total credits required to graduate:	24
Essential Skills required:	Read and comprehend a variety of text, write clearly and accurately, apply math, <u>any additional Essential Skills adopted by the State Board of Education.</u>
	<u>Enrolled in grade nine during 2011-12 school year or first enrolled in grade nine in any subsequent school year (Graduates of 2015 and beyond): Read and comprehend a variety of text, write clearly and accurately, apply math, any additional Essential Skills adopted by the State Board of Education.</u>
Other graduation requirements:	Develop an education plan and build an education profile
	Demonstrate extended application through a collection of evidence
	Participate in career-related learning experiences

The district shall offer students credit options provided the method for obtaining such credit is described in the student's personal education plan and the credit is earned by meeting requirements described in OAR 581-022-1131.

Essential Skills Appeal

~~The district will establish an appeal process in the event of an appeal for the denial of a diploma based on the Essential Skills graduation requirement. The district will retain student work samples and student performance data to ensure that sufficient evidence is available in the event of an appeal.~~

Modified Diploma

A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic standards for a high school diploma even with reasonable modifications and accommodations. A modified diploma may only be awarded to a student who meets the eligibility criteria listed below:

1. Has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or
2. Has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students who, while in grade nine through completion of high school, complete 24 credits which shall include:

Subject	Modified Diploma Requirements
English	3
Math	2
Science	2
Social Studies	2
Health	1
PE	1
Career Technical Ed, The Arts or World Language	1
Electives	12
Total credits required for modified diploma:	24
Essential Skills required:	Read and comprehend a variety of text, write clearly and accurately, apply math, <u>any additional Essential Skills adopted by the State Board of Education.</u>
	Enrolled in grade nine during 2011-12 school year or first enrolled in grade nine in any subsequent school year (Graduates of 2015 and beyond): Read and comprehend a variety of text, write clearly and accurately, apply math, any additional Essential Skills adopted by the State Board of Education.
Other graduation requirements:	Develop an education plan and build an education profile.
	Demonstrate extended application through a collection of evidence.

Districts may make modifications to the assessment for students who seek a modified diploma when the following conditions are met:

1. For a student on an IEP, any modifications to work samples must be consistent with the requirements established in the IEP. Modifications are changes to the achievement level, construct or measured outcome of an assessment. This means that IEP or school teams responsible for approving modifications for a student's assessment may adjust the administration of the assessment and/or the assessment's achievement standard.

2. For a student not on an IEP, any modifications to work samples must have been provided to the student during his/her instruction in the content area to be assessed, and in the year in which the student is being assessed, and modifications must be approved by the school team that is responsible for monitoring the student's progress toward the modified diploma.

Students not on an IEP or a 504 Plan may not receive a modified OAKS assessment.

A student's school team shall decide that a student should work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school. A student's school team may decide to revise a modified diploma decision.

A student's school team may decide that a student who was not previously working towards a modified diploma should work towards one when the student is less than two years from anticipated exit from high school if the documented history has changed.

Extended Diploma

An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards for a diploma while receiving modifications and accommodations. To be eligible for an extended diploma, a student must:

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than six credits in a self-contained special education classroom and will include:
 - a. Two credits of mathematics;
 - b. Two credits of English;
 - c. Two credits of science;
 - d. Three credits of history, geography, economics or civics;
 - e. One credit of health;
 - f. One credit of physical education;
 - g. One credit of the arts or a world language.
2. Have a documented history of:
 - a. An inability to maintain grade level achievement due to significant learning and instructional barriers;
 - b. A medical condition that creates a barrier to achievement; or
 - c. A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

Alternative Certificates

Alternative certificates will be awarded to students who do not satisfy the requirements for a diploma, a modified diploma or an extended diploma if the students meet minimum credit requirements established by the district. Alternative certificates will be awarded based on individual student needs and achievement.

Coos Bay School District 9

Code: JECF
Adopted: 1/14/13
Readopted: 3/09/15

Interdistrict Transfer of Resident Students**

The district offers a variety of programs and services designed to meet the individual needs of its students. Nevertheless, the Board recognizes there may be circumstances that arise in which a resident student may benefit from attendance in another public school in the state. Consequently, a student who resides within district boundaries may be released to attend school in another district that agrees to accept the student. The agreement will be by written consent of the affected school boards or designees whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State School Fund moneys. Any additional fees or tuition costs are the responsibility of the parent.

When the resident district approves the release of a resident student to another school district under the above criteria, the student or his/her parent(s) will be solely responsible for transportation unless federal or state law requires transportation to be provided by the district. When a resident student, who is on an individualized education plan (IEP), is accepted to another district by an interdistrict transfer, the attending district becomes responsible for a free appropriate public education (FAPE). ~~The Board recognizes that resident students under the Individuals with Disabilities Act (IDEA) remain the primary responsibility of the district. District consideration of transfer requests by students under IDEA will meet the requirements of state and federal law.~~

A student who resides within district boundaries may make a request to attend school in another district that agrees to accept the student. The agreement will be by written consent of the attending district only whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State School Funding. When the attending district approves the admission of the student, the attending district shall notify the district in which the student resides no later than May 1. The student or his/her parent(s) will be solely responsible for transportation to the attending district. Students under the IDEA will become the primary responsibility of the attending district.

Additionally, the interdistrict transfer of resident students will be permitted, as appropriate, to meet the requirements of the No Child Left Behind Act of 2001 (NCLBA).

An interdistrict transfer¹ may be permitted in the event a student has been a victim of a violent criminal offense occurring in or on the grounds of a school the student attends or the student attends a school identified as persistently dangerous, and all other district schools the student may transfer to are also identified as persistently dangerous or there is no other district school to which the student may transfer. The transfer must be to a safe school.

A homeless student residing in the district and the student’s parent, or in the case of an unaccompanied student, the district’s liaison for homeless students, may request that the student attend his/her school of

¹Districts are encouraged, but not required, to explore other appropriate options such as an agreement with a neighboring district to accept transfer students, if there is not another school in the district in which the student legally resides for the transferring student.

origin², located out-of-district. The request will be considered based on the best interest of the student. The student may continue in his/her school of origin for the duration of the student's homelessness when the student's family becomes homeless during or between an academic year or for the remainder of the academic year if the student becomes permanently housed during the school year. Transportation to an out-of-district school will be provided through an interdistrict agreement.

The superintendent is directed to establish procedures for the review of student requests to attend school in another district.

END OF POLICY

Legal Reference(s):

[ORS 109.056](#)
[ORS 327.006](#)
[ORS 329.485](#)
[ORS 332.107](#)
[ORS 335.090](#)
[ORS 339.115 to -339.133](#)
[ORS 339.141](#)
[ORS 339.250](#)
[ORS 343.221](#)
[ORS 433.267](#)

[OAR 581-021-0019](#)
[OAR 581-022-0705](#)

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367 (2006).
McKinney-Vento Homeless Education Assistance Improvements Act of 2001, 42 U.S.C. §§ 11431-11435 (2006).
No Child Left Behind Act of 2001, 20 U.S.C. §§ 6316, 7912.
Elementary and Secondary Education Act (ESEA) Flexibility Waiver; July 18, 2012.

²“School of origin” means the school that the student attended when permanently housed or the school in which the student was last enrolled.

Coos Bay School District 9

Code: **JGE**
Adopted: 10/12/98
Readopted: 3/28/11, 1/16/16
Orig. Code(s): JGE

Expulsion

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not exceed one calendar year.

No student may be expelled without a hearing unless the student's parents or guardians, or the student is 18 years of age, waive the right to a hearing, either in writing or by their failure to appear at a scheduled hearing. By waiving the right to a hearing, the student and parent or guardian agree to abide by the lawful findings of a hearing or review officer.

When an expulsion hearing is mandated by district policy or regulation and is not waived, the following procedure is required:

1. Notice will be given to the student and the parent or guardian by personal service¹ or by certified mail² at least five days prior to the scheduled hearing. Notice shall include:
 - a. The specific charge or charges;
 - b. The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;
 - c. A recommendation for expulsion;
 - d. The student's right to a hearing;
 - e. When and where the hearing will take place; and
 - f. The right to representation.
2. The Board may expel, or may delegate the authority to decide on an expulsion to superintendent or superintendent's designee, who may also act as the hearings officer and will conduct the hearing. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the administrators;
3. Expulsion hearings will be conducted in private and will not be open to the general public unless the student or students' parents request an open session;
4. In case either parent or the student have difficulty understanding the English language or have other serious communication handicaps, the hearing officer will provide a translator, if possible;

¹ The person serving the notice shall file a return of service. (OAR 581-021-0070)

² When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

5. The student shall be permitted to have a representation present at the hearing to advise and to present arguments. The representation may be an attorney and/or parent or guardian. The district's attorney may be present;
6. The student shall be afforded the right to present his/her version as to the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
7. The student shall be permitted to be present and to hear the evidence presented by the district;
8. The hearings officer or student may record the hearing;
9. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing.
10. If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board findings as to facts, the recommendation decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be made available in identical form to the Board, the student if age 18 or over and the student's parents or guardians at the same time. Following the review by the Board of the hearings officer's recommendation, the Board will make the final decision regarding the expulsion
11. If the Board has delegated authority to the superintendent or designee to act as the hearings officer, the superintendent may designate him or herself, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the students' parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;
12. A Board review of the hearing officer's decision will be conducted in executive session unless the student or the student's parent or guardian request a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:
 - a. The name of the minor student;
 - b. The issues involved, including a student's confidential medical record and that student's educational program;
 - c. The discussion;

d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion, the district must propose alternative programs of instruction to the student subject to expulsion for reasons other than a weapons policy violation. The district must document to the parent or guardian of the student the proposals of alternative education programs that have been made.

Students who are expelled may not attend after-school activities and athletic events, be present on district property without permission of a school official, or participate in activities directed or sponsored by the district. Students who violate these provisions may be referred to law enforcement officials.

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.061](#)
[ORS 336.615 - 336.665](#)
[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)
[ORS 339.260](#) [OAR 581-021-0050 to 0075](#)

Cross Reference(s):

JG - Student Discipline

Coos Bay School District 9

Code: **JHCD**
Adopted: 7/13/98
Readopted: 6/11/12; 1/12/15; 1/11/16
Orig. Code(s): JHCD

Nonprescription Medication**

The district recognizes that administering of nonprescription medication to students and/or self-medication may be necessary when the failure to take such medication during school hours would prevent the student from attending school. Consequently, students may be permitted to take ~~non-injectable prescription or~~ nonprescription medication at school.

The district reserves the right to reject a request to administer or allow self administration of a nonprescription medication when such medication is not necessary for the student to remain in school. The district also reserves the right to limit the self-administration of nonprescription medication.

A request to the district to allow a student to self medicate with a nonprescription medication shall include written permission and instruction from a parent or guardian, and shall include an assurance from the parent or guardian that the student has received appropriate instruction for its use.

A request to the district to administer a nonprescription medication shall include written permission and instruction from a parent or guardian.

The district shall designate school staff authorized to administer medication to students. Training shall be provided as required by law.

Nonprescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district regulations governing administering noninjectable or injectable, or prescription or nonprescription medicines to students, including procedures for the disposal of sharps and glass.

This policy and administrative regulation shall not prohibit, in any way, the administration of recognized first aid to students by district employees in accordance with established state law, Board policy, and procedures.

The superintendent shall develop administrative regulations as needed to meet the requirements of law, Oregon Administrative Rules, and for the implementation of this policy.

END OF POLICY

Legal Reference(s):

[ORS 109.640](#)
[ORS 339.866 to -339.871](#)
[ORS 433.800 to -433.830](#)

[OAR 166-400-0010\(17\)](#)
[OAR 166-400-0060\(29\)](#)
[OAR 581-021-0037](#)
[OAR 581-022-0705](#)

Cross Reference(s):

JHCDA - Administering Injectable Medicines to Students

Coos Bay School District 9

Code: **KG**
Adopted: 12/9/02
Readopted: 6/22/10, 9/16/13, 11/12/13
Orig. Code(s): KG

Facility Usage

Policy Statement

The Board, realizing facilities of the district belong to the citizens, encourages the use of school buildings and grounds for appropriate community activities. However, the regular K-12 school program is the primary purpose for these buildings. Community activities should not detract materially or financially from this purpose.

Programs that serve the district's students and staff will have priority over outside programs and organizations when scheduling facilities.

This policy is established to enable the use of school facilities by community groups, while ensuring such use does not hinder the regular school program, either through programming conflicts, additional costs or building deterioration.

~~Building Use Priority~~

~~Priority I – District Use, School District Activities and/or Events~~

- ~~1. District/school-sponsored or co-sponsored activities or events for District students (clubs, intramurals, concerts, etc.).~~
- ~~2. District/school-sponsored activities or events for parents or patrons (plays, open house, etc.).~~
- ~~3. District/school-related groups and organizations, if their events have no admission or contribution charge. (parent/teacher organizations, school advisory committees, booster clubs, CBSD Education Foundation, etc.) If the event's primary purpose is fundraising for individual programs or community, state, or athletic organizations, the event will be Priority II.) School-sponsored fundraising events may be billed for direct costs (e.g., heat, lights, air conditioning, water and other consumables).~~
- ~~4. District/school-sponsored or co-sponsored staff activities (e.g., wellness, staff development or classroom related), with no admission or contribution charges.~~
- ~~5. Co-sponsored events or activities with local state/county/city official meetings for purposes of public hearings and/or testimony.~~

~~Priority II – Recreational and Educational Programs Involving Students~~

- ~~1. Staff led sports teams, associations, clubs or events and/or fundraisers.~~
- ~~2. Youth athletic organizations. (Boys & Girls Club, SC Youth Football, CB-Cal Ripken, etc.)~~
- ~~3. Local nonprofit organizations (if no fees are charged beyond rental costs).~~
- ~~4. Youth education or nonprofit organizations (e.g., Scouts, Camp Fire, etc.).~~
- ~~5. Education programs sponsored by local nonprofit educational institutions (e.g., Community College and other Oregon based colleges and universities)~~
- ~~6. OSAA sponsored events.~~
- ~~7. Other events sponsored by nonprofit organizations that provide arts, academic and economic enrichment to the community. (Oregon Coast Music Festival, Music On The Bay, etc.)~~

Priority III—Adult/Nonstudent Programs

1. All profit organizations.
2. Commercial organizations.
3. Religious organizations.
4. Professional organizations.
5. Political organizations.
6. Fraternal organizations, unless fundraising or providing services for students in the district.
7. Other groups, individuals or organizations not previously identified.
8. Nonprofit organizations collecting admission fees or donations beyond rental costs.
9. Fundraising activities by groups which otherwise might be approved for free or reduced rates.
10. Individuals or private groups (e.g., weddings, family reunions, memorial services).
11. Other groups, individuals or organizations not previously identified.

Definitions

1. “District or School sponsored” means the sponsoring entity seeking access to district facilities is directly funded by the school district and is involved in the coordination, funding, planning and operations of the events before, during and after the event. Fees for these activities are borne by the school district, except that district-sponsored fundraisers may be billed for overhead costs such as water, electricity and other district costs.
2. “Co-sponsorship” by the school district means one or more agencies, organizations or entities through a joint arrangement provide assistance to one another and the school district in putting on an event or activity by coordinating, funding, planning and/or providing in-kind services. Fees for these activities and/or events may be assessed, especially if entrance fees, participant fees or team fees are assessed to participants beyond rental and/or utility costs.
3. “Student” is defined as any person 21 years of age or younger is who attends Coos Bay School District.

Rental Application Process

An application form must be completed by the group, department or individual except school-sponsored activities for students or the educational program at each school. The process is as follows:

1. Pick up application from the school or District Office which is located at 1255 Hemlock Avenue;
2. Fill out all portions of the form that are applicable to your request and sign;
3. Return signed request with dates and times requested to any school office or to the District Office;
4. Request will be reviewed by the building principal and/or District Office. If building approval is given, the rental form is signed by the principal and forwarded to the District’s Business Office, where it will be checked for proper insurance and fees assessment by the Business Manager or Maintenance Supervisor;
5. Once the application is approved the applicant will be notified and is required to secure and provide proof of insurance coverage that meets the district’s property and liability limits.
6. Use of facilities is not allowed until a fully executed copy of the application form, proof of insurance and appropriate administrative approvals have been made;
7. If keys are issued to the user, there will be a \$10 refundable deposit.
8. The district reserves the right to grant or deny permission for use of facilities at its sole discretion.

Note: ~~Use of facilities may require that district employee(s) be on duty during the event. The user will be charged for having a district employee work outside of regularly scheduled times.~~

~~The district reserves the right to require, at the renter's expense, that additional facility needs be met for an event. Additional facility needs could include: security, portable restrooms and other needs as determined by the district.~~

Cancellation

~~Request for the cancellation of the agreement shall be made to the building principal or district office no later than one day preceding the scheduled use of the facility. A regular charge shall be made in accordance with the usage agreement for the facility engaged and not used unless such notice to cancel is given.~~

~~The Board authorizes the superintendent or his/her representative to cancel building use agreements when it is apparent that such action is necessary for the best interest of the district. Whenever possible, the district will provide at least a 48-hour cancellation notice if a group's approval to use the facilities must be revoked.~~

General Guidelines

- ~~1. Persons and groups using school facilities agree to observe and abide by all appropriate district regulations as well as all local and state laws.~~
- ~~2. An authorized district employee (or a responsible adult assigned by the district representative) shall be present for all activities with authority to protect facilities and equipment from improper or dangerous use. This person is responsible for properly opening the facility and securing the facility at the conclusion of the event.~~
- ~~3. Grounds, buildings, equipment, etc., must be left clean and free from damage and put back to its original condition and organization. The using group and its representative who signed the use request will be held responsible for all expenses related to cleanup and repair resulting from the group's use. The district reserves the right to require the using group to pay for district custodial & maintenance services if needed to bring the facility back to its condition prior to the group's usage.~~
- ~~4. Use of district facilities for church, partisan, political or sectarian purposes may be granted; however, such approval in no way implies district endorsement or sponsorship of these activities.~~
- ~~5. Unauthorized use of the district facilities or failure to comply with the facility use agreement or policy may result in cancellation of agreement or denial of any future use.~~
- ~~6. The use of alcohol, tobacco, drugs or narcotics is prohibited on district property.~~
- ~~7. All groups using any facility will provide supervision. The building principal or Facilities Supervisor will determine the level and type of user supervision required and may require that a district employee be present. Disagreements regarding the level of supervision required and/or required district employee that cannot be resolved between the requestor and the principal/facilities director should be appealed to the superintendent or designee.~~
- ~~8. When district staff is required the sponsoring group will be charged \$30 per hour for food service employees and \$35 per hour for all other employees (custodian, for example).~~

Security

~~District keys should not be shared or given to non-district employees without appropriate record keeping and accountability. If the principal deems it necessary to issue a key, a \$10 deposit is required. The deposit will be retained in the school's petty cash account and will be forfeited if the key is not returned by the date specified. Keys must be returned promptly at the end of each season or event.~~

Insurance

~~The user is solely responsible for loss, damage, accidents and personal injury arising out of use of the facility and agrees to indemnify and hold harmless the school district, its Board of Directors, officers, agents and staff from and against any and all claims, except gross negligence on the part of the Coos Bay School District.~~

~~When required each organization, individual, or individual group using a school facility shall provide proof of property and liability insurance covering all their activities on district premises. Insurance is to provide primary coverage for liability & property damage in an amount not less than \$1,000,000 per occurrence.~~

~~Each user is to insure personal property and hold the district harmless. Coos Bay School District is to be named as a co-insured on all such liability insurance. A copy of insurance coverage or a certificate of insurance shall be provided to the principal or appropriate director prior to the contracting user initiating activity in a district facility. District insurance does not provide protection for any organization or individual using district facilities. The superintendent or designee may waive insurance with proper documentation that indemnifies the district against any and all claims.~~

Safety, Care of Facilities

~~Putting up decorations or scenery or moving pianos or other furniture is prohibited unless prior permission is granted. The use of school equipment is not included in the facility usage agreement and is prohibited unless permission is obtained and all electrical equipment and arrangements shall be controlled by the district or its representatives.~~

~~Representatives of the district must have free access to all rooms at all times. The building administrator, or designated district representative has the right to stop any activity at any time if in his or her judgment there are is a violation of the rules contained in this document, or if the activity is deemed to be hazardous to personnel, property, equipment or participants.~~

~~Any damages to district property as the result of the use (e.g. grounds, buildings, equipment) shall also be assumed by the sponsoring parties. If damages occur during the use of a facility, documentation must be provided by the supervisor detailing the date, time, location, nature of the damage and the responsible party. The principal and the physical plant office should be notified as soon as practical and photos taken if possible.~~

~~Returning the facility to the condition it was prior to usage, including cleanup and the return of all keys is the responsibility of the user. Failure to comply will result in additional charges, including the cost of cleanup, repair, re-keying and possible denial of future facility use.~~

~~Halls are to be blocked off when school is not in session to control the usage of the facility.~~

~~The maximum number of people permitted in the various buildings or facilities shall be restricted to the fire marshal requirements.~~

~~The district assumes no responsibility for properties left on the premises.~~

Specialized Facilities, Equipment & Usage

1. Gyms and Multipurpose Rooms

Appropriate (non-marking) gym shoes are required for all participants involved in active sports and games. Use of school gymnasiums includes the use of dressing rooms, showers and lights. Towels will be furnished by the applicant.

2. Kitchens and Cafeterias

Applications that include the use of kitchens for cooking and/or cleaning must also be approved by the Food Services Director. The Director will assign a food service employed kitchen worker that will oversee proper use of the kitchen equipment and proper cleanup after the event. (They are not responsible for doing the cooking or cleanup).

3. Weight Rooms

Non-district use of weight rooms brings increased concern with regard to the potential of injury to person or damage to property. In most cases a district employee will be required to be present whenever a group is authorized to use a district weight room. Under exceptional circumstances a group may be granted access without direct district supervision when the group can demonstrate that both adequate supervision and training regarding the proper use of weight equipment will be present at all times.

4. Playing Fields

Organizations renting playing fields will be required to provide portable restrooms for participants. Failure to comply will result in denial of future use.

Facility Usage Agreement

Payment

Payment, when required, for use of the district facility shall be made to the District Business Office within one week after the facility has been used, unless special arrangements have been made previously. Failure to pay will disqualify the group or user from further use of district facilities.

	Priority II			Priority III		
	Minimum	Hourly	Daily	Minimum	Hourly	Daily
Classroom	\$10	\$5	\$30	\$20	\$10	\$60
Cafeteria	\$20	\$10	\$60	\$30	\$15	\$90
Commons/MP	\$20	\$10	\$60	\$30	\$15	\$90
Kitchen	\$50	\$25	na	\$100	\$50	na
Library	\$20	\$10	\$60	\$30	\$15	\$90
DO-Community Room	\$10	\$5	\$30	\$20	\$10	\$60
CTE Shop	\$60	\$30	-	\$120	\$60	-
Auditorium	-	-	\$75	-	-	\$150
Auditorium, Event	-	-	\$250	-	-	\$500
Susiek Stadium	-	-	\$125	-	-	\$250
Susiek Stadium w/lights	-	-	\$175	-	-	\$300
Grass fields	-	-	\$50	-	-	\$100
Gyms, Elementary	\$20	\$10	\$60	\$40	\$20	\$120
Gyms, Secondary	\$40	\$20	\$75	\$80	\$40	\$150

Organized Youth & Team Sports		
Susiek Stadium	\$10	use
Susiek Stadium w/lights	\$20	use
Grass fields	\$0	Organization per season
Gyms, Elementary	\$75	Organization per season
Gyms, Secondary	\$100	Organization per season

Adult Sports		
Susiek Stadium	\$20	use
Susiek Stadium w/lights	\$50	use
Grass fields	\$0	Organization per season
Gyms, Elementary	\$150	Organization per season
Gyms, Secondary	\$200	Organization per season

Legal Reference(s):

ORS 330.430
ORS 332.107
ORS 332.172

Coos Bay School District 9

Code: **KG-AR(1)**
Adopted: 12/9/02
Readopted: 6/22/10, 9/16/13, 11/12/13
Orig. Code(s): KG

Facility Usage

Building Use Priority

Priority I - District Use, School District Activities and/or Events

(Building Use Contract required for outside organizations)

1. District/school-sponsored or co-sponsored activities or events for District students (clubs, intramurals, concerts, etc.).
2. District/school-sponsored activities or events for parents or patrons (plays, open house, etc.).
3. District/school-related groups and organizations, if their events have no admission or contribution charge. (Parent/teacher organizations, school advisory committees, booster clubs, CBSD Education Foundation, etc.) If the event's primary purpose is fundraising for individual programs or community, state, or athletic organizations, the event will be Priority II.) School-sponsored fundraising events may be billed for direct costs (e.g., heat, lights, air conditioning, water and other consumables).
4. District/school-sponsored or co-sponsored staff activities (e.g., wellness, staff development or classroom related), with no admission or contribution charges.
5. Co-sponsored events or activities with local state/county/city official meetings for purposes of public meetings, hearings and/or testimony.

Priority II - Recreational and Educational Programs Involving Students

(Proof of Insurance and Building Use Contract required)

1. Staff led sports teams, associations, clubs or events and/or fundraisers.
2. Youth athletic organizations. (Boys & Girls Club, SC Youth Football, CB Cal Ripken, athletic commissioners etc.)
3. Local nonprofit organizations (if no fees are charged beyond rental costs).
4. Youth education or nonprofit organizations (e.g., Scouts, Camp Fire, etc.).
5. Education programs sponsored by local nonprofit educational institutions (e.g., Community College and other Oregon based colleges and universities)
6. OSAA sponsored events.
7. Other events sponsored by nonprofit organizations that provide arts, academic and economic enrichment to the community. (Oregon Coast Music Festival, Music On The Bay, etc.)
- 7.8. MHS Alumni organizations

Priority III - Adult/Nonstudent Programs

(Fees, Proof of Insurance and Building Use Contract required)

1. All profit organizations.
2. Commercial organizations.
3. Religious organizations.
4. Professional organizations.
5. Political organizations.
6. Fraternal organizations, unless fundraising or providing services for students in the district.
- ~~7. Other groups, individuals or organizations not previously identified.~~
- ~~8.7.~~ 8.7. Nonprofit organizations collecting admission fees or donations beyond rental costs.
- ~~9.8.~~ 9.8. Fundraising activities by groups which otherwise might be approved for free or reduced rates.
- ~~10.9.~~ 10.9. Individuals or private groups (e.g., weddings, family reunions, memorial services).
10. Adult recreational sports leagues, associations, clubs and/or fundraisers
11. Other groups, individuals or organizations not previously identified.

Definitions

1. "District or School-sponsored" means the sponsoring entity seeking access to district facilities is directly funded by the school district and is involved in the coordination, funding, planning and operations of the events before, during and after the event. Fees for these activities are borne by the school district, except that district-sponsored fundraisers may be billed for overhead costs such as water, electricity and other district costs.
2. "Co-sponsorship" by the school district means one or more agencies, organizations or entities through a joint arrangement provide assistance to one another and the school district in putting on an event or activity by coordinating, funding, planning and/or providing in-kind services. Fees for these activities and/or events may be assessed, especially if entrance fees, participant fees or team fees are assessed to participants beyond rental and/or utility costs.
3. "Student" is defined as any person 21 years of age or younger is who attends Coos Bay School District.

Rental Application Process

An application form must be completed by the group, department or individual except school-sponsored activities for students or the educational program at each school. The process is as follows:

1. Pick up application from the school, ~~or~~ District Office which is located at 1255 Hemlock Avenue or Facilities & Maintenance Department which is located at 150 N Marple in Coos Bay;
2. Fill out all portions of the form that are applicable to your request and sign;
3. Return signed request with dates and times requested to any school office, ~~or to~~ the District Office or the Facilities & Maintenance Department;
4. Requests will be reviewed by the ~~building principal and/or District Office~~ Facilities & Maintenance Department. ~~If building approval is given, the rental form is signed by the principal and forwarded to the District's Business Office, where it will be checked for proper insurance and fees assessment by the Business Manager or Maintenance Supervisor;~~
5. Once the application is approved the applicant will be notified and is required to secure and provide proof of insurance coverage that meets the district's property and liability limits (depending on priority).
6. Use of facilities is not allowed until a fully executed copy of the application form, proof of insurance and

appropriate administrative approvals have been made;

7. If keys are issued to the user, there will be a \$10 refundable deposit.
8. The district reserves the right to grant or deny permission for use of facilities at its sole discretion.

Note: Use of facilities may require that district employee(s) be on duty during the event. The user will be charged for having a district employee work outside of regularly scheduled times.

The district reserves the right to require, at the renter's expense, that additional facility needs be met for an event. Additional facility needs could include: security, portable restrooms and other needs as determined by the district.

Cancellation

Request for the cancellation of the agreement shall be made to the ~~building principal or district office~~ Facilities & Maintenance Department no later than one day preceding the scheduled use of the facility. A regular charge shall be made in accordance with the usage agreement for the facility engaged and not used unless such notice to cancel is given.

The Board authorizes the superintendent or his/her representative to cancel building use agreements when it is apparent that such action is necessary for the best interest of the district. Whenever possible, the district will provide at least a 48-hour cancellation notice if a group's approval to use the facilities must be revoked.

General Guidelines

1. Persons and groups using school facilities agree to observe and abide by all appropriate district regulations as well as all local and state laws.
2. An authorized district employee (or a responsible adult assigned by the district representative) shall be present for all activities with authority to protect facilities and equipment from improper or dangerous use. This person is responsible for properly opening the facility and securing the facility at the conclusion of the event.
3. Grounds, buildings, equipment, etc., must be left clean and free from damage and put back to its original condition and organization. The using group and its representative who signed the use request will be held responsible for all expenses related to cleanup and repair resulting from the group's use. The district reserves the right to require the using group to pay for district custodial & maintenance services if needed to bring the facility back to its condition prior to the group's usage.
4. Use of district facilities for church, partisan, political or sectarian purposes may be granted; however, such approval in no way implies district endorsement or sponsorship of these activities.
5. Unauthorized use of the district facilities or failure to comply with the facility use agreement or policy may result in cancellation of agreement or denial of any future use.
6. The use of alcohol, tobacco, drugs or narcotics is prohibited on district property.
7. All groups using any facility will provide supervision. The building principal or Facilities ~~Supervisor~~ Manager will determine the level and type of user supervision required and may require that a district employee be present. Disagreements regarding the level of supervision required and/or required

district employee that cannot be resolved between the requestor and the principal/~~facilities~~ Facilities director Manager should be appealed to the superintendent or designee.

8. When district staff is required the sponsoring group will be charged \$30 per hour for food service employees and \$35 per hour for all other employees (custodian, technology, for example).

Security

District keys should not be shared or given to non-district employees without appropriate record keeping and accountability. If the principal deems it necessary to issue a key, a \$10 deposit is required. The deposit will be retained in the school's petty cash account and will be forfeited if the key is not returned by the date specified. Keys must be returned promptly at the end of each season or event.

Insurance

The user is solely responsible for loss, damage, accidents and personal injury arising out of use of the facility and agrees to indemnify and hold harmless the school district, its Board of Directors, officers, agents and staff from and against any and all claims, except gross negligence on the part of the Coos Bay School District.

When required each organization, individual, or individual group using a school facility shall provide proof of property and liability insurance covering all their activities on district premises. Insurance is to provide primary coverage for liability & property damage in an amount not less than \$1,000,000 per occurrence.

-Each user is to insure personal property and hold the district harmless. Coos Bay School District is to be named as a co-insured on all such liability insurance. A copy of insurance coverage or a certificate of insurance shall be provided to ~~the principal or appropriate director~~ the Facilities Manager prior to the contracting user initiating activity in a district facility. District insurance does not provide protection for any organization or individual using district facilities. The superintendent or designee may waive insurance with proper documentation that indemnifies the district against any and all claims.

Safety, Care of Facilities

Putting up decorations or scenery or moving pianos or other furniture is prohibited unless prior permission is granted. The use of school equipment is not included in the facility usage agreement and is prohibited unless permission is obtained and all electrical equipment and arrangements shall be controlled by the district or its representatives.

Representatives of the district must have free access to all rooms at all times. The building administrator, or designated district representative has the right to stop any activity at any time if in his or her judgment there are is a violation of the rules contained in this document, or if the activity is deemed to be hazardous to personnel, property, equipment or participants.

Any damages to district property as the result of the use (e.g. grounds, buildings, equipment) shall also be assumed by the sponsoring parties. If damages occur during the use of a facility, documentation must be provided by the supervisor detailing the date, time, location, nature of the damage and the responsible party. The principal and the physical plant office should be notified as soon as practical and photos taken if possible.

Returning the facility to the condition it was prior to usage, including cleanup and the return of all keys is the responsibility of the user. Failure to comply will result in additional charges, including the cost of cleanup, repair, re-keying and possible denial of future facility use.

Halls are to be blocked off when school is not in session to control the usage of the facility.

The maximum number of people permitted in the various buildings or facilities shall be restricted to the fire marshal requirements.

The district assumes no responsibility for properties left on the premises.

Specialized Facilities, Equipment & Usage

1. Gyms and Multipurpose Rooms

Appropriate (non-marking) gym shoes are required for all participants involved in active sports and games. Use of school gymnasiums includes the use of dressing rooms, showers and lights. Towels will be furnished by the applicant.

2. Kitchens and Cafeterias

Applications that include the use of kitchens for cooking and/or cleaning must also be approved by the Food Services Director. The Director will assign a food service employed kitchen worker that will oversee proper use of the kitchen equipment and proper cleanup after the event. (They are not responsible for doing the cooking or cleanup).

3. Weight Rooms

Non-district use of weight rooms brings increased concern with regard to the potential of injury to person or damage to property. In most cases a district employee will be required to be present whenever a group is authorized to use a district weight room. Under exceptional circumstances a group may be granted access without direct district supervision when the group can demonstrate that both adequate supervision and training regarding the proper use of weight equipment will be present at all times.

4. Playing Fields

Organizations renting playing fields will be required to provide portable restrooms for participants. Failure to comply will result in denial of future use.

5. Heritage Hall

Opening, closing and technology processes need to be followed by those using the room.

Students will be supervised by an employee or other responsible adult 100% of the time they are in the room.

CONDITIONS OF USE FOR ALL FACILITIES

1. A building use agreement must be signed by an authorized representative of the lessee (User) using the school facility and a representative of the lessor, Coos Bay School District (District). The contract must be received no later than two weeks prior to the scheduled event. Such contract must be in a complete and confirmed status when received by Lessor. Failure to meet with this deadline will result in the release of tentative date of use to another party. The District reserves the right to cancel this Facility Use Agreement in the event of an emergency. If this occurs, the Lessor will attempt to provide a Substitute facility.
2. Specific arrangements for schedules, times, personnel, equipment and supplies shall be made through the School Office or Business Office no later than two weeks prior to the scheduled event. The Lessor assumes no obligation to meet any changes in requests and/or arrangement that have not been stated in the completed building use agreements.
3. With each request, charges will be determined on the basis of established rates, projected personnel, equipment, and supply costs. Actual personnel, equipment and supply costs will be charged and billed to the User after the scheduled event. **Payment is made payable to Coos Bay School District.**
4. All extra services to be performed in or about the facility during the period of rental, including the opening of the doors and closing of the facility, shall be performed by a district employee or a person designated by the principal of the facility being used. All services by district employees shall be paid for by the contracting user at the usual district rate and shall be paid, together with the established rental fee, upon billing after the event minus any deposit. Additional charges shall be made if the opening and closing and related services are performed outside of regular work hours of district employees.
5. The User must provide sufficient supervision for crowd control, ticket sales, ushers, security of personal property and enforcement of the facility Rules and Regulations, and applicable state laws and local ordinances.
6. At all times, orderly conduct shall be required of the User and the participants in the scheduled event, including the performers and the audience. If it is believed that a request for facility use will result in disorderly conduct or whose activities may be detrimental to the school or community, the request for facility use will be refused. The User and the participants shall confine themselves and their activities to be areas specified in the contract. The areas used shall be left in a clean and orderly condition. The User shall be responsible for the repair and/or replacement of school equipment or property damaged beyond reasonable or normal expectation.
7. The following activities are not permitted on school property: use of tobacco in any form, bringing alcoholic beverages, drugs exclusive of legally obtained prescription drugs and over-the-counter medications, possession of fire arms, incendiary devices, knives or other weapons, overnight camping and gambling.
8. As a condition for use of the facility, the User shall procure Comprehensive General Liability (CGL) Insurance naming Coos Bay School District as a Name Insured or Additional Insured having the same coverage and coverage limits as the "Named Insured". The CGL policy shall have bodily and personal injury coverage limits of no less the \$1 million and property damage coverage limits of no less than \$1,000,000. The CGL policy must include effective dates covering the time period User has contracted to use the facility. At least 48 hours before User commences use of the facility, it shall provide written proof of its procurement of the CGL policy required by this provision, including an acknowledgement by the insurance carrier providing the CGL policy that if the CGL policy is cancelled for any reason prior to the effective dates identified in the policy, it will immediately notify, in writing, Coos Bay School District of the cancellation.
9. As a condition for use of the facility, User agrees to indemnify, save and hold harmless Coos Bay School District, its employees, representatives, and agents from any and all claims, liabilities, demands, lawsuits, allegations, judgments, and all forms including attorney fees and recoverable costs, (singularly or collectively 'claims') including claims for bodily, emotional, and personal injury, property damage or loss, brought or made against it, arising out of, relating to, caused by, or resulting from User's use of the facility, including claims relating to, arising out of, or caused by the physical condition of the facility, whether or not the basis of the claim(s) was caused by or contributed to, in whole or in part, the negligence of Coos Bay School District its employees, representatives, and agents. In the event any suit or action is brought by either party as a result of the use of the premises under this agreement, the prevailing party shall be awarded reasonable attorney fees and costs to be determined by the court, both at trial and on any and all appeals.
10. The contracting user shall have the right to use improved parking spaces surrounding the facility which is the subject of this agreement. Such use shall be supervised by the contracting user and the use of said parking areas shall be covered by all the terms, covenants and provisions of this agreement. User acknowledges that the District may have other concurrent events or activities that may be using the parking spaces.
11. The undersigned contracting user covenants and agrees to maintain order on premises and to be financially responsible for and promptly pay for all damages resulting to the premises as a result of the use thereof by contracting user and all of the contracting user's invitees, employees, agents and any and all other person or persons permitted on district premises under the terms of this agreement. Contract user shall conduct no unlawful activities on the premises.
12. The User inspected the physical condition of the facility, is fully aware of the physical condition of facility, accepts the use of the facility in an "as is" condition, and agrees to comply with all terms and conditions of the Facility Use Agreement, including the "Indemnification provision, knowing the physical condition of the facility."

Facility Usage Agreement

Payment

Payment, when required, for the use of the district facility, shall be made to the ~~District Business Office~~ Facilities and Maintenance Department within one week ~~after~~ prior to the facility ~~has been being~~ used, unless special arrangements have been made previously. If there are additional expenses, a bill will be sent. Failure to pay will disqualify the group or user from further use of district facilities.

	Priority II			Priority III		
	Minimum	Hourly	Daily	Minimum	Hourly	Daily
Classroom	\$10	\$5	\$30	\$20	\$10	\$60
Cafeteria	\$20	\$10	\$60	\$30	\$15	\$90
Commons/MP	\$20	\$10	\$60	\$30	\$15	\$90
Kitchen	\$50	\$25	na	\$100	\$50	n/a
Library	\$20	\$10	\$60	\$30	\$15	\$90
DO Community Room	\$10	\$5	\$30	\$20	\$10	\$60
CTE Shop	\$60	\$30	-	\$120	\$60	
<u>Heritage Hall</u>				<u>\$30</u>	<u>\$15</u>	<u>\$90</u>
<u>Heritage Hall with Kitchen</u>				<u>\$50</u>	<u>\$25</u>	<u>\$150</u>
<u>Heritage Hall with Kitchen and BBQ</u>				<u>Additional \$50</u>		
Auditorium	-	-	\$75			\$150
Auditorium, Event	-	-	\$250			\$500
Susick Stadium	-	-	\$125			\$250
Susick Stadium w/lights	-	-	\$175			\$300
Grass fields	-	-	\$50			\$100
Gyms, Elementary	\$20	\$10	\$60	\$40	\$20	\$120
Gyms, Secondary	\$40	\$20	\$75	\$80	\$40	\$150

<u>Organized Youth & Team Sports</u>		
<u>Susick Stadium</u>	<u>\$10</u>	<u>use</u>
<u>Susick Stadium w/lights</u>	<u>\$20</u>	<u>use</u>
<u>Grass fields</u>	<u>\$0</u>	<u>Organization per season</u>
<u>Gyms, Elementary</u>	<u>\$75</u>	<u>Organization per season</u>
<u>Gyms, Secondary</u>	<u>\$100</u>	<u>Organization per season</u>

Adult Sports		
Susick Stadium	\$20	use
Susick Stadium w/lights	\$50	use
Grass fields	\$0	Organization per season*
Gyms, Elementary	\$150	Organization per season*
Gyms, Secondary	\$200	Organization per season*

***Adult sports season is defined as 3 months**

END OF POLICY

Legal Reference(s):

ORS 330.430

ORS 332.107

ORS 332.172

Coos Bay School District 9

Code: **KG-AR(2)**
Adopted: 12/9/02
Orig. Code(s):

Facility Use Agreement

See KG-AR(1) for Priority **Levels**, Insurance Requirements and Fee Structure

Organization Name: _____

Address: _____ Email: _____

Type of Organization: _____
Local Business, Non-profit 501c3, Boys & Girls Club Team, Fraternal Organization, Private Party

Primary Contact: _____ Phone: _____ Cell: _____

Email: _____

School Location Requested: _____
Which school and what location within the school such as Blossom cafeteria, gym, classroom, field

Dates & Time of Use: _____
If using on multiple days you may attach a schedule of dates and times

Intended Use of Facility: _____

Projected Number of Users: _____ **Who is supervising of Event(s):** _____

Other Needs: _____

User will pay actual cost of personnel needed for technology, custodial services, moving equipment and equipment rental

User Signature: _____ Date: _____

Facility Supervisor Signature: _____ Date: _____

DISTRICT USE

Organization Type: _____ Priority **Level**: _____ Proof of Insurance Received: _____

Rental Calculation: _____ x \$ _____ = _____
Room type being rented: Classroom, gym etc. Days, hours Rate Amount Due

_____ \$ _____
Other Charges such as personnel time, equipment rental

Payment Type: Cash, Check or Credit

Key Deposit \$10.00 _____ Y _____ N Refund Date: _____