As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

Reynolds School District
Board of Education Regular

October 26, 2022
7:00 PM
Wood Village City Hall
24200 NE Halsey
Wood Village, Oregon 97060

I.	**6:00p - Executive Session**	**3**
	The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel and ORS 192.660(2)(d) Negotiations. Executive Session is closed to the public.	
II.	**7:00p - Call to Order**	**4**
	A. Roll Call	
	B. Consider Approval of the October 26, 2022 Agenda	
	C. Pledge of Allegiance	
	D. Land Acknowledgement	
III.	**7:10p - Board Recognition**	**6**
	A. Student Recognition	7
	B. Staff Recognition	8
	C. Resolution 2022-2023-008 Native American Heritage Month	10
IV.	**7:25p - Public to be Heard**	**12**
	Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.	
V.	**7:45p - Multnomah County Sheriff's Office: Summary of 10.10.2022 Columbia Park Incident**	**13**
VI.	**7:55p - Bargaining Group Updates**	**14**
VII.	**8:05p - Presentation to the Board**	
	A. Student and Staff Wellness: MESD Nursing Report	15
	B. Student Outcome Monitoring Report: Synergy Dashboard	28
	C. Student Outcome Monitoring Report: At-a-Glance Profiles	39
	D. Division 22 Assurances	92
	E. 2021-2022 SIA Annual Report	105
	F. Policy Updates: First Reading (Section G: Personnel and DJC-AR: Special Procurements and Exemptions from Competitive Bidding)	119
VIII.	**9:05p - Superintendent's Reports**	**346**

A. Announcements/Reports 347
B. Marginalized Students: Equity Committee Update
C. Communications Report 350
D. Financial Report 359
E. Enrollment Report 363

IX. **9:30p - Consent Agenda** **366**
A. Approval of Personnel Order
B. Approval of Prior Meeting Minutes 367
C. RHS Student Government Field Trip to Seaside, Oregon 372
D. Intergovernmental Agreement: Columbia Regional Autism Services 381
E. Intergovernmental Agreement: Columbia Regional Services for the Visually Impaired 390
F. Serendipity Center Contract Renewal 403
G. Trillium Family Services Contract Renewal 412
H. Sole Source List 426
I. Resolution 2022-2023-008 Native American Heritage Month 455

X. **9:35p - Action Items**
A. Substitute MOU with REA 457
B. Bond Finance and Planning Committee Members 464

XI. **9:45p - Board Reports and Discussion** **467**
A. Individual Board Members - Announcements and Reports
B. Upcoming Board Meetings
C. First Reading: Board Student Outcome Goals 468
D. First Reading: Board Monitoring Calendar 476

XII. **10:00p - Adjourn** **477**

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Ana Gonzalez Muñoz, Board Chair

Prepared by: Kaylie Jeffries, Board Secretary

Subject: **Executive Session**

Policy: Executive Session – BDC

Date: October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

The Reynolds School Board and Superintendent will meet in Executive Session at 6:00p under ORS 192.660(2)(b) Personnel and ORS 192.660(2)(d) Negotiations.

Executive Session is closed to the public.

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: **Call to Order**

Policy: Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF

Date: October 26, 2022

Action ☒
Report ☐

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Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Call to Order

Roll Call:

- Position 1: Vice Chair Aaron Muñoz
- Position 2: Director Spencer Chao
- Position 3: Director Michael Reyes
- Position 4: Director Cayle Tern
- Position 5: Director Yesenia Delgado
- Position 6: Chair Ana Gonzalez Muñoz
- Position 7: Director Francisco Ibarra

Motion to Approve Agenda:

A. Motion Made by Board Member:
    a. I move that the Board approve the October 26, 2022 agenda as present.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Pledge of Allegiance

Land Acknowledgement:

We will open tonight's meeting by acknowledging the traditional Indigenous inhabitants of this land. The purpose of these statements is to show respect for indigenous peoples and recognize their enduring relationship to the land. Practicing acknowledgment can also raise awareness about histories that are often suppressed or forgotten.

Land Use Acknowledgment & Guidelines

Reynolds School District

Approved and Apdopted on May 27, 2020

Reynolds School District expresses our gratitude and appreciation to traditional village sites of the Multnomah, Kathlamet, Clackamas, bands of Chinook, Tualatin, Kalapuya, Molalla and many other Tribes who made their homes along the Columbia River, and which is now home to a vibrant native community representing over 400 different tribal nations.

We believe that it is our responsibility as a school district to educate our students, staff and families about the true history of colonialism and the continued need to address colonialism today. This land acknowledgement will encourage our community to reflect upon the land we are standing on and engage in conversations centered in honoring the land.

Land acknowledgments will take place in conjunction with the Pledge of Allegiance, which will be recited after the Land Use Acknowledgement, during the following times:

- School Board meetings
- District-wide community meetings
- School assemblies
- Athletic Competitions
- Parent and community school evening events

Land Use Acknowledgment

We respectfully acknowledge that the land on which we are gathering today is the traditional homeland of a diverse array of indigenous tribes and bands. Multnomah County rests on traditional village sites of the Multnomah, Wasco, Cowlitz, Kathlamet, Clackamas, Bands of Chinook, Tualatin, Kalapuya, Molalla, and many other tribes who made their homes along the Columbia River, creating communities and summer encampments to harvest and use the plentiful natural resources of the area. Multnomah County is now home to a vibrant indigenous community representing over 400 different tribal nations.

We recognize Indigenous peoples as the traditional stewards of this land and acknowledge the enduring relationship between the land and the people since time immemorial. We make this acknowledgement to open a space of recognition, inclusion, and respect for our sovereign tribal partners and all indigenous students, families, and staff in our community.

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Stephanie Field, Executive Director of Communication and Community Relations
Subject:	**Board Recognition**
Policy:	Community Relations – KAA
Date:	October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

The Board will publicly recognize the following student and staff members:

- Student Recognition: Henry Fox, 3rd Grade Student at Margaret Scott
- Staff Recognition: Kris Moreno and Dionne Madigan, Community Transition Program

Resolutions:

- 2022-2023-008: Native American Heritage Month

Reynolds School District

Reynolds School Board

STUDENT RECOGNITION

June 2022

Henry A. Fox

Reynolds School District

Reynolds School Board

STAFF RECOGNITION

October 2022

Dionne Madigan

Reynolds School District

Reynolds School Board

STAFF RECOGNITION

October 2022

Kris Moreno

RESOLUTION #2022-2023-008

RESOLUTION PROCLAIMING THE CELEBRATION OF NATIONAL NATIVE AMERICAN HERITAGE MONTH IN THE REYNOLDS SCHOOL DISTRICT

WHEREAS, Native Americans are descendants of the original, indigenous inhabitants ofwhat is now the United States;

WHEREAS, Multnomah County encompasses the traditional ancestral homelands of the Bands of the Chinook, Multnomah, Clackamas, Tualatin, Molalla, Kalapuya, Wasco, Cowlitz, and Kathlamet tribes. Since time immemorial, these tribes established their communities in a resource rich area where they traded and fished along the rivers and harvested those natural resources that fed their families and sustained their communities. We honor the forced sacrifices of these tribes and Indigenous people;

WHEREAS, in the 1950s, under Federal Relocation Policy, a large segment of the Native population in the United States of America was forced to relocate to several major cities of which Portland was one. This has added to the diversity of tribal representation in the region;

WHEREAS, Native Americans, people whose history is rich with those who positively influence and enrich our nation, our society, our region, our state, and our schools through their entrepreneurship, commitment to community service, deep value of justice and liberty, and social and cultural life;

WHEREAS, on August 3, 1990, President of the United States George H. W. Bush declared the month of November as National American Indian Heritage Month, thereafter commonly referred to as Native American Heritage Month;

WHEREAS, Native Americans have made profound contributions and continue to make advances in education, medicine, art, culture, and public service and have been a consistent andvital influence in our nation's growth and prosperity;

WHEREAS, Multnomah County's Native American Community is diverse and growing withthe population estimated to be nearly 70,000;

WHEREAS, understanding Native American history and contemporary life is an importantpart of celebrating Native American Heritage Month;

WHEREAS, Reynolds School District has a core belief in Equity that states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable achievement gap for students of color and to give each student the opportunity and support to meet his or her highest potential;

WHEREAS, closing opportunity gaps while raising achievement for all students is the top priority

of the Board of Education, the Superintendent and all district staff;

WHEREAS, The Reynolds School District Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs, and values within a school community;

NOW, THEREFORE, BE IT RESOLVED The Reynolds School District Board of Education hereby promotes November 1st through November 30th, 2022 as Native American Heritage Monthand encourages staff, students, and community members to observe, recognize, and celebrate the culture, heritage, and economic contributions of Native Americans to Oregon and the United States through culturally relevant activity, and to learn from the past and understand the experiences that have shaped the United States.

BE IT FURTHER RESOLVED, The Superintendent or her designee shall work with all schools in the district to recognize Native American Indian Heritage Month through culturally relevant lessons and activities and increased visibility of our Native American community within our school communities.

Adopted this 26th day of October 2022.

Signed:

_____

Chair, Reynolds School District Board of Directors

Attest:

_____

Superintendent / Clerk

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: **Public to be Heard**

Policy: Public to be Heard – BDDH, Public Comment at Board Meetings – BDDH-AR

Date: October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☐ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
Members of the public will address the Board with comments and the Board will listen only. The Board may choose not to address a request if it does not fall within the scope of Board Governance. Oregon law prohibits the Board from discussing specific employees or their job performance.

Those wishing to speak must complete a Public Comment Form before the beginning of the meeting. The first 7 submissions will be able to speak for 3 minutes.

Written Public Comment can be submitted on the RSD website at any time.

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To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Kaylie Jeffries, Executive Assistant to the Superintendent
Subject:	**Multnomah County Sheriff's Office: Summary of 10.10.22 Columbia Park Incident**
Policy:	Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date:	October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

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Strategic Plan Goal Topic 3: Student and Staff Wellness
We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:
Multnomah County Sheriff's Office will give a summary of the incident that occurred at Columbia Park on Monday, October 10, 2022.

Previous Board Action:
Not Applicable

Background:
Not Applicable

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable

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To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Kaylie Jeffries, Executive Assistant to the Superintendent
Subject:	**Bargaining Unit Updates**
Policy:	Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date:	October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

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Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:
Each Bargaining Group, Reynolds Education Association (REA), Oregon School Employees Association, Chapter 37 (OSEA), and Reynolds Administrative Group (RAA) will provide the Board of Directors with updates.

Previous Board Action:
Not Applicable

Background:
Not Applicable

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable

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To:	Board of Directors
From:	Dr. Christopher Ortiz, Deputy Superintendent
Prepared by:	Hank Bauer, Administrative Analyst to the Deputy Superintendent
Subject:	**Multnomah Education Service District (MESD) 22-23 Nursing Services Report SY21-22**
Policy:	Student Health Services and Requirements – JHC
Date:	October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness
We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:
The district receives a number of services through the Multnomah Education Service District (MESD). Nursing Services is one of the several services provided by MESD to Reynolds School District. Jaime Smith, Senior School Health Services Administrator, will present a report based on the school year 2021-2022 Nursing Services provides to Reynolds students.

Previous Board Action:
Not Applicable

Background:
MESD currently provides 10 Registered Nurses and 1 School Health Assistant (SHA) working at each school within Reynolds School District. School nurses are highly trained to support students with various medical needs. This year, in partnership with MESD, Reynolds received two additional nurses to help alleviate the high student to nurse ratio and to help cover high needs schools. Reynolds High School will now have two full-time nurses assigned regularly.

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable

MESD SCHOOL HEALTH SERVICES

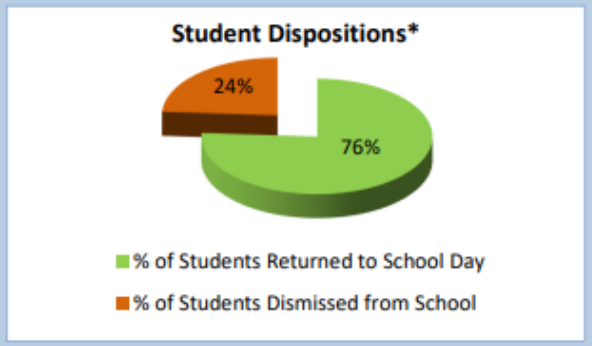
- 21/22 Nursing Activity Overview
  - 8 Registered Nurses and 1 School Health Assistant (SHA) working in Reynolds for 21/22 (increased to 10 RNs and 1 SHA in 22/23)

Reynolds School District

2021-22 NURSING ACTIVITY REPORT - Reynolds SD 7

*District Ratio: 1 School Nurse per 965 Students**

Report Period: 7/1/2021 - 6/30/2022



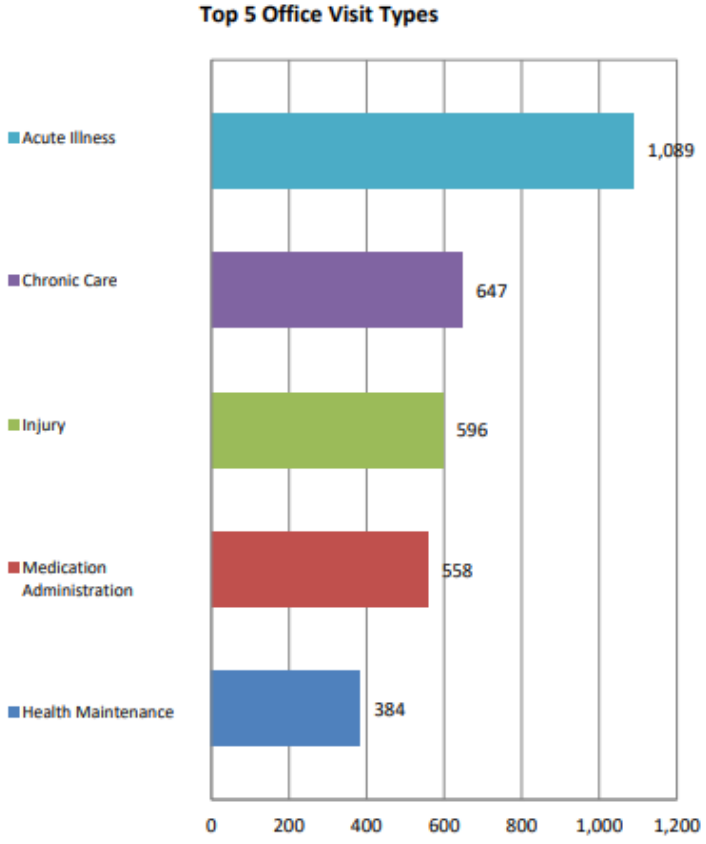
**When student seen by MESD Nurse or MESD Health Room Assistant.*

MESD School Health Services Activities	
• # of Nurse Case Management Activities	2,716
• # of Student Record Management Activities	126
• # of Student Related Meetings	40
• # of School/Community Support Activities	1
• # of Student/Staff COVID-19 Information Form Reviews	2,136
• Total # of Medical Problems	886
• Total # of Students with Medical Problems	722
• Total # of Medical Procedures	395
• Total # of Health Care Plans	232
• Total # of Students with Medical Delegations/Teachings	208
• Total # of Nursing Delegations and Teaching for Emergencies or Chronic Health Conditions	1,254

Total # of Staff Health Education Trainings	67
• # of Staff Trained in Bloodborne Pathogen	22
• # of Staff Trained in Glucagon Administration	21
• # of Staff Trained in Medication Administration	130
• # of Staff Trained in SAR	48
• # of Staff Trained in all other trainings *(not listed above)*	2

Total # of Student Health Related Education Sessions	1
• # of Students Educated during Health Related Sessions	80

Total # of Student Health Room Visits	3,647
• % of Health Room Visits related to Mental Health	2%
• % of Health Room Visits reported by MESD Health Room Asst.	20%
• % of Students Returned to School Day	76%
• % of Students Dismissed from School	24%
• 911/Ambulance Calls by Nurse	14



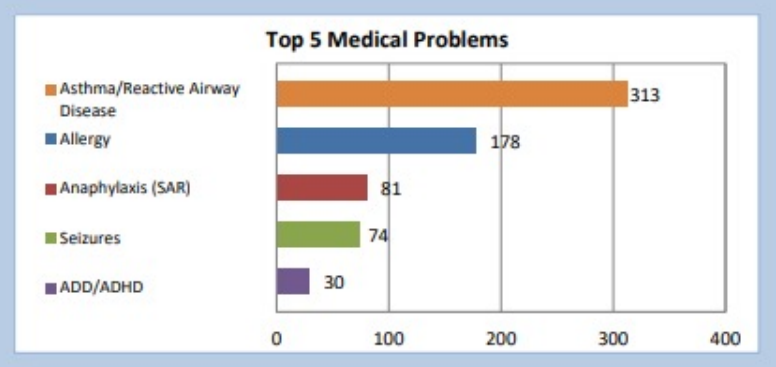
**Based on October 1, 2021 enrollment reported to ODE.*

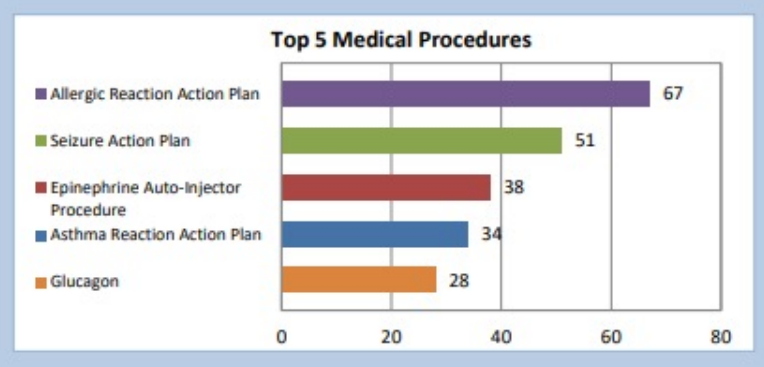
Information supplied by MESD Department of School Health Services, Frontline EHR

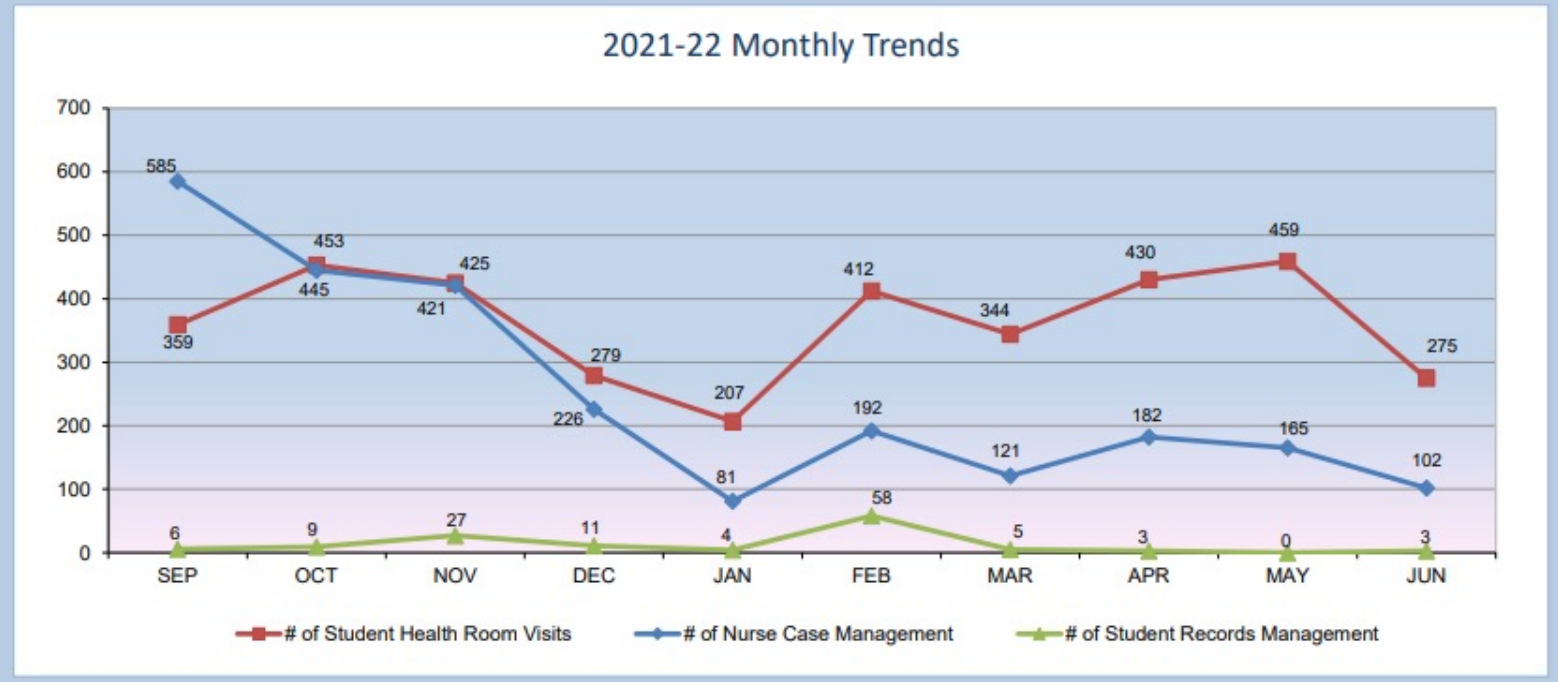
Reynolds School District

2021-22 NURSING ACTIVITY REPORT - Reynolds SD 7

*District Ratio: 1 School Nurse per 965 Students**







*Based on October 1, 2021 enrollment reported to ODE.

Information supplied by MESD Department of School Health Services, Frontline EHR

Reynolds School District

2021-22 Nursing Activity Report - Reynolds SD 7 - 1:1 Students

Contracted Services: 1 LPN serving 1 Student.

Description: 1:1 students require 24 hours per day 1:1 skilled nursing care - i.e. immediate availability of RN/LPN on premises and within audible and visual range of student.

Report Period: 07/01/2021 - 06/30/2022

NURSING ACTIVITY

- **Total # of Student Events:** **126**
  YTD count of the number of events documented by a MESD RN or LPN.

- **Total # of Nurse Case Management Actions and Student Meetings:** **17**
  YTD count of the number of events identified as Case Management and Student Meetings.

- **Total # of Medical Problems:** **3**
  The total number Medical Problems documented by the RN or LPN assigned to the student.

- **Total # of Medical Procedures:** **1**
  The total number of currently active Medical Procedures documented by the assigned RN or LPN.

- **Total # of Health Care Plans:** **1**
  The total number of active health care plans currently in place.

- **Total # of Nursing Delegations and Teaching for Emergencies or Chronic Health Conditions:** **0**
  The total number Nursing Delegations and Teaching for Emergencies or Chronic Health Conditions documented by the assigned RN or LPN.

Report Description

Report Name: **2021-22 Nursing Activity Report - Reynolds SD 7 - General Population**

Source: MESD Department of School Health Services, Frontline EHR

Report Period: 07/01/2021 - 06/30/2022

Report Details:

Total # of Student Health Room Visits:
Provides the YTD count of the number of students seen by a MESD nurse or School Health Assistant (SHA) during a health room visit. All schools and grade levels are included. The percentage of visits related to mental health, the percentage of visits reported by a SHA, and the number of students who returned to school day and were dismissed from school are reported.

# of Nurse Case Management:
Provides the YTD count of the number of events identified as Case Management; includes Case Management and Assessment, COVID-19 Tracking, Delegation/Teaching/TAE Follow-up, Home/Site Visit, Provider Contact, Referral Conference and Follow-up, and Student Conference.

# of Student Records Management:
Provides the YTD count of the number of events and sessions identified as Student Records Management; includes Immunization Management, Medication/Health Supplies Return, and Medication Management - i.e. Field Trips, EOY disposal.

# of Student Related Meetings:
Provides the YTD count of the number of office visits identified as Student Related Meetings; includes 504 Conference, IEP/IFSP/IHP Meetings and Preparation, and Multidiscipline Conferences.

# of School/Community Support Activities:
Provides the YTD count of the number of sessions identified as School/Community Support; includes Attendance Support Team, Crisis Team, Emergency Preparedness/Safety Planning, Lunch Bunch, Staff/Public Intervention, and other School/Community Support activities.

# of Student/Staff COVID-19 Information Form Reviews:
Provides the YTD count of the number of Student/Staff COVID-19 Information Forms (SCIF) reviewed by the MESD Communicable Disease (CD) Team. Includes review of submissions, collaborating with the Multnomah County Health Department (MCHD), and generating a communicable disease support debrief email.

Total # of Medical Problems/Total # of Students with Medical Problems
Provides the total number of currently active, documented Medical Problems by the nurse in your district; and provides the total number of students with one or more Medical Problems.

Total # of Medical Procedures
Provides the total number of currently active, documented Medical Procedures by the nurse in your district.

Total # of Health Care Plans:
Provides the total number of active health care plans currently in place.

Total # of Students with Medical Delegations/Teachings and Total # of Nursing Delegations/Teachings:
Provides the total number of students with one or more Medical Delegation/TAE/Teachings in place; and provides the total number Nursing Delegations and Teaching for Emergencies or Chronic Health Conditions documented by the nurse in your district.

Staff Health Education Trainings/Student Health Related Education Sessions:
Provides YTD count of the number of Staff Health Education Trainings and Student Health Related Education Sessions provided by a MESD nurse; and provides the YTD count of your district staff trained; and provides the YTD count of the number of students educated during various health related sessions.

**Health Education Trainings and Student Health Related Education Sessions are not linked to an individual student record. Nurses document trainings or sessions held for groups of staff and/or students. Training/Session types include: Adrenal Crisis, Asthma Management, Bloodborne Pathogen, Bullying and Teasing, CPR/First Aid, Dental Health Education, Effects of Smoking, Fitness/Nutrition/Wellness, Glucagon, Hand Washing/Hygiene, Health Education, Living with Asthma, Medication Administration, Mental Health Education, Music for Health, Personal Hygiene Care, Physiological Changes, Preventing Youth Obesity, SAR, Stress Management, Substance Abuse, and Yoga Calm.*

Top 5 Office Visit Types:
Provides the YTD count of the top 5 types of office visits as documented by MESD nurse or SHA. All schools and grade levels are included.

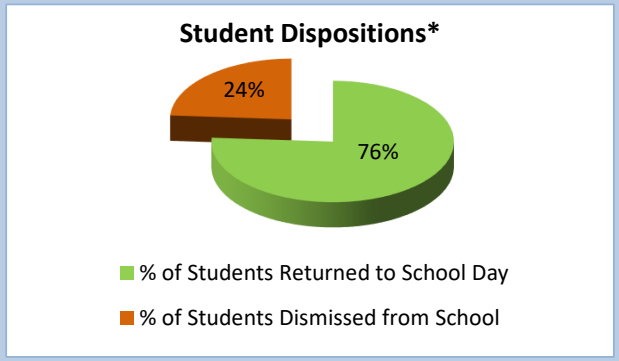
Top 5 Medical Problems and Medical Procedures:
Provides the YTD counts of the top 5 types of Medical Problems and Medical Procedures documented by MESD nurse. All schools and grade levels are included.

Monthly Trends Graph:
Provides the monthly trend for the number of student health room visits, the number of nurse case management activities, and the number of Student Records Management. All schools and grade levels are included.

2021-22 NURSING ACTIVITY REPORT - Reynolds SD 7

*District Ratio: 1 School Nurse per 965 Students**

Report Period: 7/1/2021 - 6/30/2022



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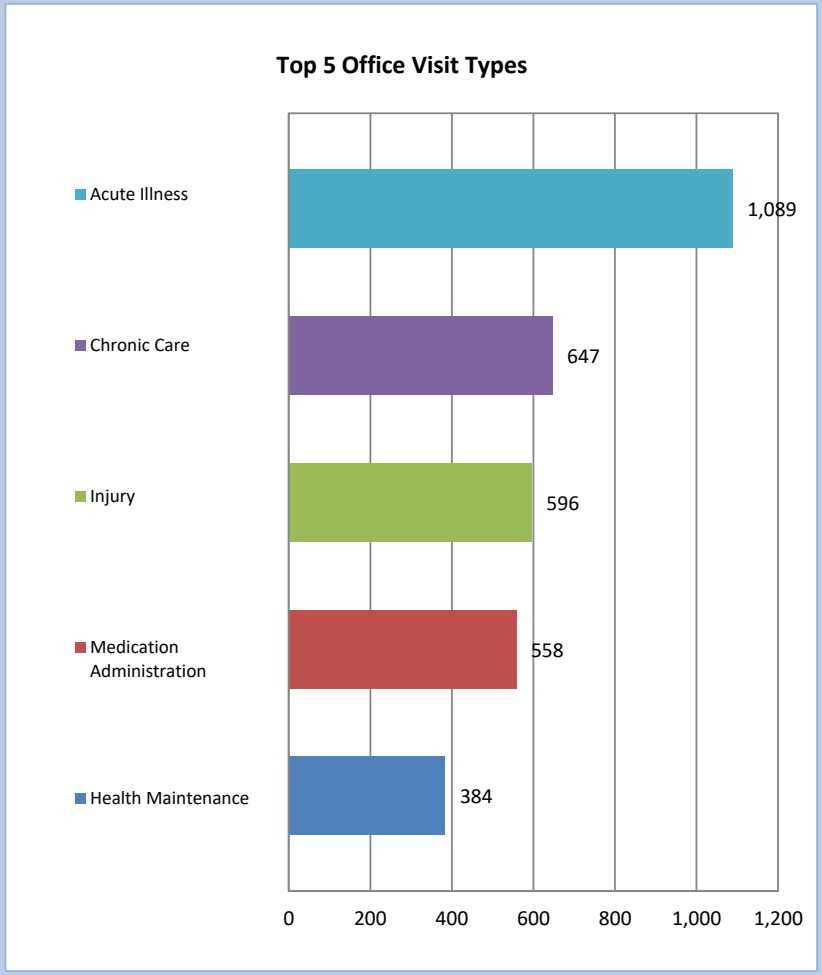
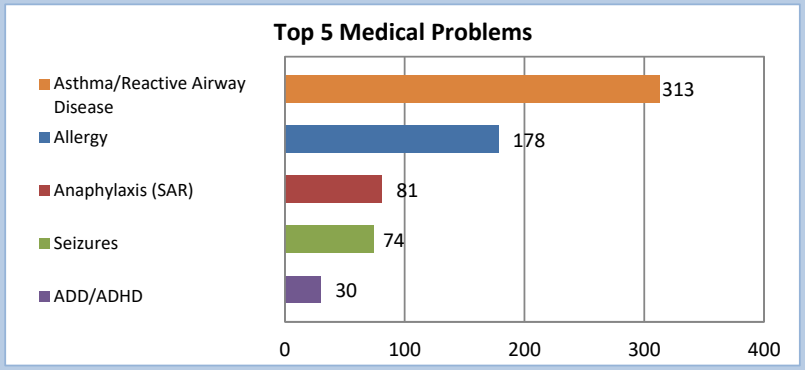
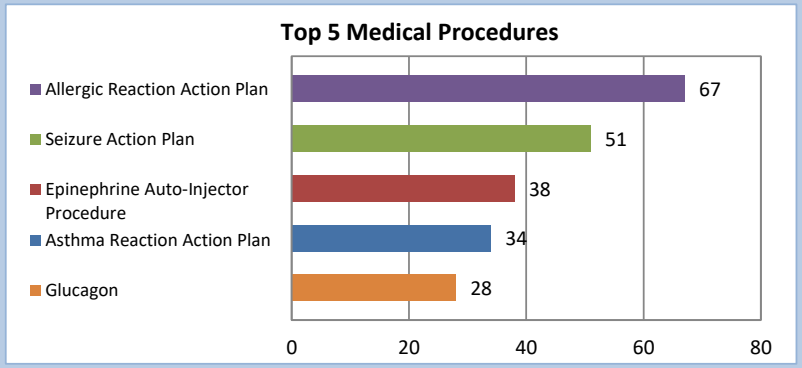


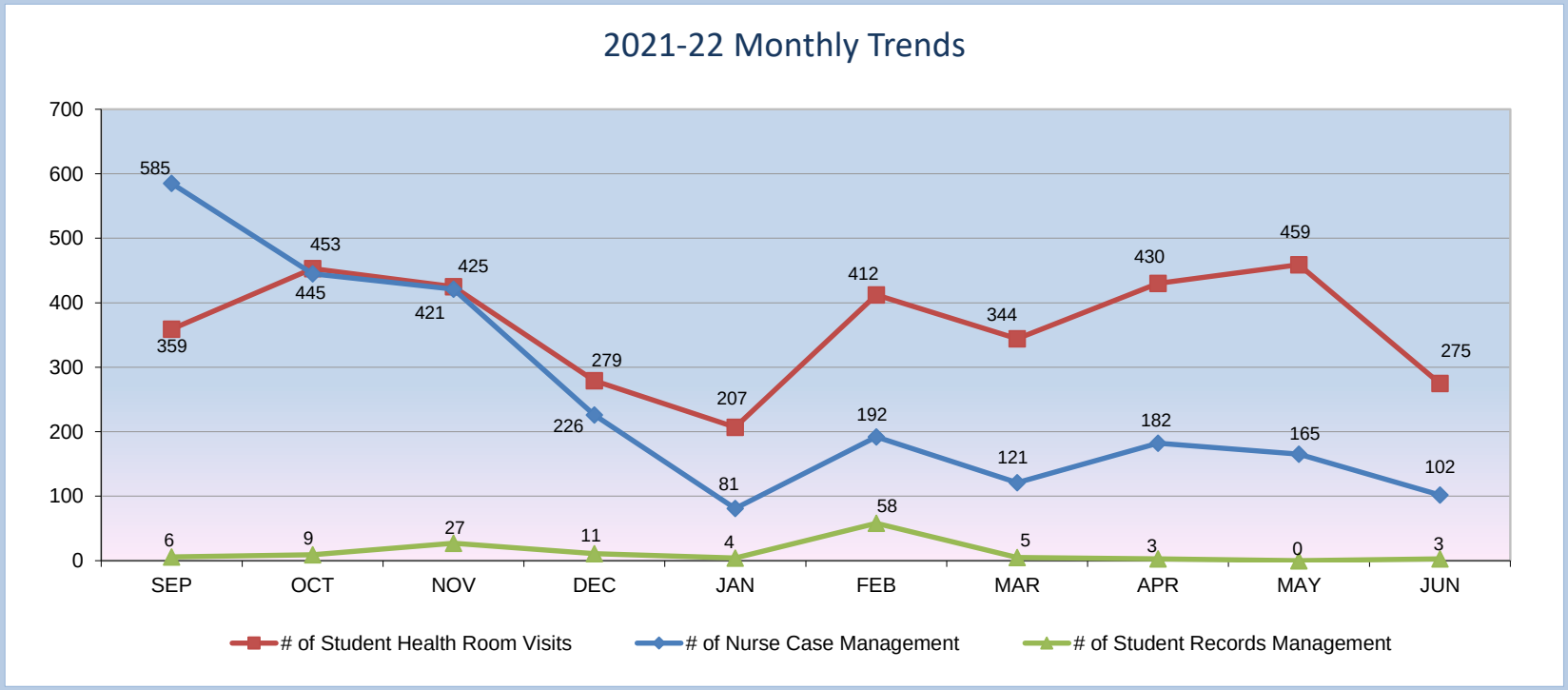
Based on October 1, 2021 enrollment reported to ODE.

2021-22 NURSING ACTIVITY REPORT - Reynolds SD 7

*District Ratio: 1 School Nurse per 965 Students**







*Based on October 1, 2021 enrollment reported to ODE.

Report Description

Report Name: **Reynolds SD School Comparison**

District Ratio: 8.0 School Nurses, 1.18 Lead Nurses, and 1 School Health Assistant
1.0 School Nurse per 965 Students based on October 1, 2021 enrollment reported to ODE.

Report Period: 07/01/2021 - 06/30/2022

Report Date: October 3, 2022

Summary - by Nurse 2021-22

School Type: School or Program Type; Elementary, Middle or High.
School Name: List of School Names.
School Nurse Assigned: 2021-22 School Nurse assigned; list is sorted by School Nurse and gives subtotals of schools nurse is assigned to.
Enrollment: Based on October 1, 2021 enrollment reported to ODE.
# of Health Room Visits: Count includes general population OVs recorded by nurse or MESD SHA; may include other than assigned nurse OVs.
% of Students Returned to School Day: Reports the % of students who returned to school day after a health room visit with MESD nurse or SHA.
# of Nurse Case Management/Student Related Meetings: Count includes general population Case Management and Student Related Meeting Events recorded by nurse; may include other than assigned nurse events.
# of Student Records Management: Count includes events and sessions identified as Student Records Management reported by nurse or MESD SHA; may include other than assigned nurse events and sessions.
# of Medical Problems: Includes count of Medical Problems for general population reported by nurse.
# of Medical Procedures: Includes count of Medical Procedures for general population reported by nurse.
# of Health Care Plans: Includes count of Health Care Plans for general population reported by nurse.
# of Nursing Delegations for Chronic Health Conditions: Count of Nursing Delegations for general population reported by nurse.
# of Teachings and TAEs for Chronic Health Conditions: Count of Teachings and TAEs for general population reported by nurse.
# of Students with Medical Delegations, Teachings and TAEs: Count of general population students with Medical Delegations, Teachings and TAEs.
# of Student Health Educational Sessions: Includes the # of health related Educational Sessions provided to students by the nurse at the assigned school.
# of Students Educated during Health Related Sessions: Includes the # of students educated during health related Educational Sessions provided by the nurse at the assigned school.

Graphs - by School 2021-22

Shows combined count of Health Room Visits, Nurse Case Management/Student Related Meetings and Student Records Management reported by school nurse or MESD SHA; includes Elementary, Middle and High Schools.

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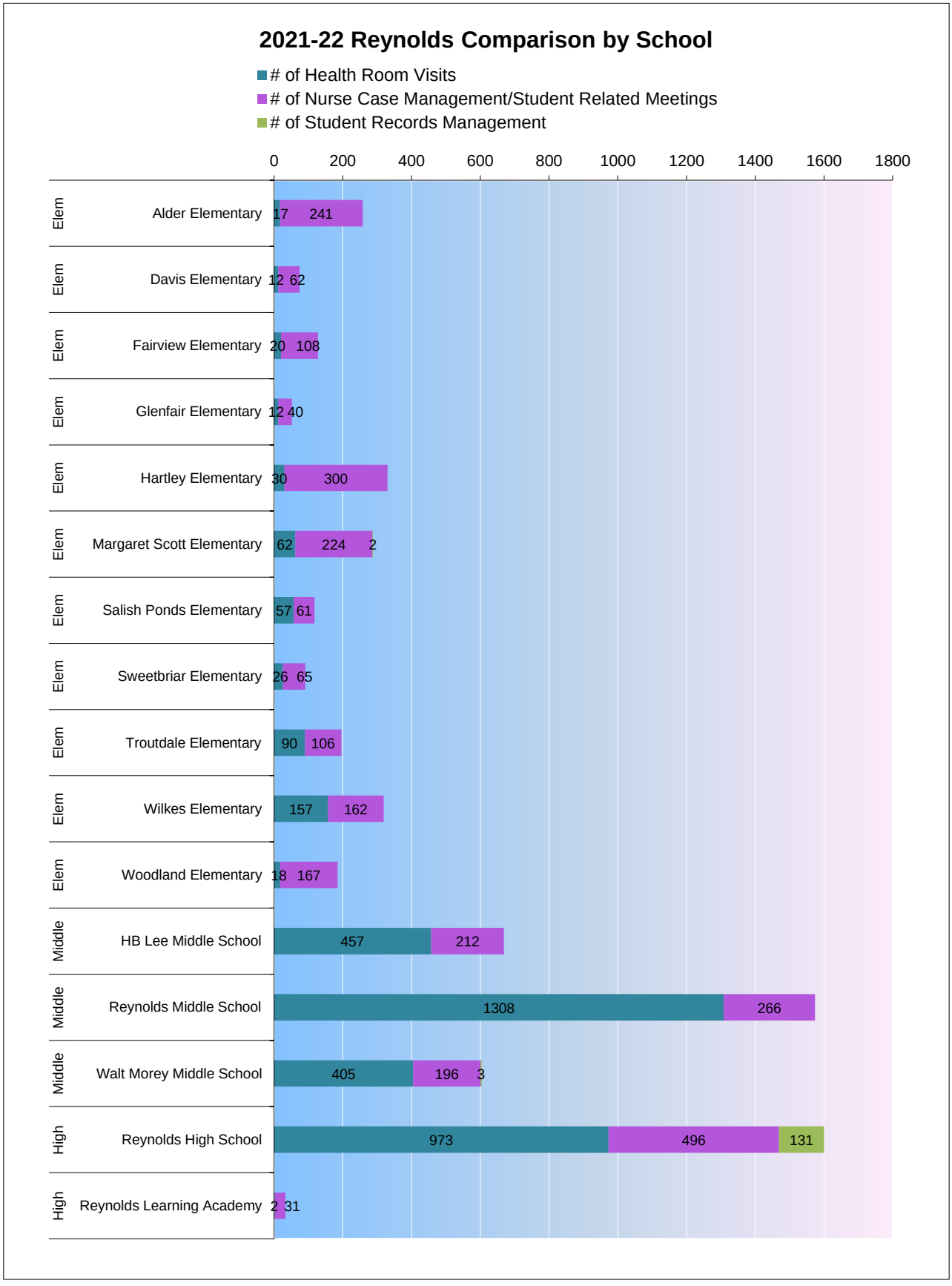
2021-22 Reynolds SD School Comparison Data_as of 6 30 2022 YE (District Copy) - Summary-by Nurse 2021-22

School Type	School Name	School Nurse *Assigned*	Enrollment	# of Health Room Visits*	% of Students Returned to School Day	# of Nurse Case Management/Student Related Meetings	# of Student Records Management	# of Medical Problems	# of Medical Procedures	# of Health Care Plans	# of Nursing Delegations for Chronic Health Conditions	# of Teachings and TAEs for Chronic Health Conditions	# of Students with Medical Delegations, Teachings and TAEs	# of Student Health Educational Sessions	# of Students Educated during Health Related Sessions
Middle	Walt Morey Middle School	Anderson, Carolyn	560	405	52%	196	3	58	11	3	0	26	3	0	0
		Anderson, Carolyn Total	**560**	**405**	**52%**	**196**	**3**	**58**	**11**	**3**	**0**	**26**	**3**	**0**	**0**
Alt	Community Transitions Program	Coe, Lorie	n/a	1	100%	19	0	4	2	3	0	13	1	0	0
Elem	Davis Elementary	Coe, Lorie	393	12	50%	62	0	16	4	3	0	10	2	0	0
Elem	Glenfair Elementary	Coe, Lorie	387	12	100%	40	0	22	6	10	0	10	5	0	0
Elem	Woodland Elementary	Coe, Lorie	373	18	83%	167	0	40	27	13	32	86	13	0	0
		Coe, Lorie Total	**1,153**	**43**	**83%**	**288**	**0**	**82**	**39**	**29**	**32**	**119**	**21**	**0**	**0**
High	Reynolds High School	Johnson, Terrie	2,599	973	86%	496	131	283	92	40	24	291	46	0	0
		Johnson, Terrie Total	**2,599**	**973**	**86%**	**496**	**131**	**283**	**92**	**40**	**24**	**291**	**46**	**0**	**0**
Middle	HB Lee Middle School	Lee, Nancy	716	457	72%	212	0	69	32	27	0	36	22	0	0
		Lee, Nancy Total	**716**	**457**	**72%**	**212**	**0**	**69**	**32**	**27**	**0**	**36**	**22**	**0**	**0**
Elem	Alder Elementary	Lewis, Erin	379	17	82%	241	0	19	13	10	3	74	9	0	0
Elem	Hartley Elementary	Lewis, Erin	335	30	77%	300	0	40	27	19	5	94	15	0	0
Elem	Margaret Scott Elementary	Lewis, Erin	358	62	92%	224	2	29	19	19	2	49	14	0	0
		Lewis, Erin Total	**1,072**	**109**	**84%**	**765**	**2**	**88**	**59**	**48**	**10**	**217**	**38**	**0**	**0**
Middle	Reynolds Middle School	McCollum, Dawn	908	1308	76%	266	0	109	43	31	29	158	16	0	0
		McCollum, Dawn Total	**908**	**1308**	**76%**	**266**	**0**	**109**	**43**	**31**	**29**	**158**	**16**	**0**	**0**
High	Reynolds Learning Academy	Pham, Tram	176	2	100%	31	0	35	5	9	0	16	5	0	0
Elem	Salish Ponds Elementary	Pham, Tram	343	57	70%	61	0	19	8	8	0	23	5	1	80
Elem	Wilkes Elementary	Pham, Tram	431	157	68%	162	0	48	22	21	0	86	12	0	0
		Pham, Tram Total	**950**	**216**	**79%**	**254**	**0**	**102**	**35**	**38**	**0**	**125**	**22**	**1**	**80**
Elem	Fairview Elementary	Taylor, Linda	299	20	75%	108	0	36	24	6	0	49	15	0	0
Elem	Sweetbriar Elementary	Taylor, Linda	266	26	85%	65	0	37	23	5	3	35	13	0	0
Elem	Troutdale Elementary	Taylor, Linda	333	90	98%	106	0	22	37	5	14	86	17	0	0
		Taylor, Linda Total	**898**	**136**	**86%**	**279**	**0**	**95**	**84**	**16**	**17**	**170**	**45**	**0**	**0**
		Grand Total	**8,856**	**3647**	**76%**	**2756**	**136**	**886**	**395**	**232**	**112**	**1142**	**213**	**1**	**80**

**Includes general population Events reported by nurse or MESD SHA; may include Events reported by other than assigned nurse.*


2021-22 Reynolds Comparison by School
# of Health Room Visits
# of Nurse Case Management/Student Related Meetings
# of Student Records Management
0
200
400
600
800
1000
1200
1400
1600
1800
Elem
Alder Elementary
17
241
Elem
Davis Elementary
12
62
Elem
Fairview Elementary
20
108
Elem
Glenfair Elementary
12
40
Elem
Hartley Elementary
30
300
Elem
Margaret Scott Elementary
62
224
2
Elem
Salish Ponds Elementary
57
61
Elem
Sweetbriar Elementary
26
65
Elem
Troutdale Elementary
90
106
Elem
Wilkes Elementary
157
162
Elem
Woodland Elementary
18
167
Middle
HB Lee Middle School
457
212
Middle
Reynolds Middle School
1308
266
Middle
Walt Morey Middle School
405
196
3
High
Reynolds High School
973
496
131
High
Reynolds Learning Academy
2
31

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Hank Bauer, Administrative Analyst to the Deputy Superintendent

Subject: **Superintendent's Guardrail 5 Report – Synergy Analytics**

Policy: Education Records/Records of Students with Disabilities Management – IGBAB/JO

Date: October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☒ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
Reynolds School District's Student Information System (Synergy) is being enhanced by adding and developing additional modules such as Analytics and Multi-Tiered System of Supports (MTSS) to include disaggregated data aligned to the Reynolds School District Strategic plan, Superintendent Guardrails and Board Student Outcome Goals. Establishing systems to allow for immediate and frequent access to data including Early Warning System (EWS) will have an impact on student outcomes and our students who have been historically marginalized.

Previous Board Action:
Not Applicable

Background:
In November of 2021, Reynolds School District embarked on adding additional components to our student information systems (Synergy) to intentionally design and improve our data system to get the right information to the right people at the right time informing decision making to improve outcomes for students.

Analytics allows Reynolds School District to measure and analyze cohort performance, longitudinal data, and trends at the district, school, class, and individual student level. While we have always had access to data, it hasn't always been easily accessible to all in a timely way.

This fall Student Information Management & Records (SIMR) began rolling out Enrollment Dashboards to Cabinet, District Office Administrators and Building Leaders.

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable

Guardrail 5.iv	The Superintendent shall not operate without examining data annually to ensure there are no inequitable impacts for students who have been marginalized.	
Smart Goals	5.iv.a	By June 2023, Reynolds School District will increase the yearly attendance rate of Latinx/o/a students from 72% to 82%* (*2020-2021 Data)
	5.iv.b	By June 2023, Reynolds School District will increase the yearly attendance rate of Black/African American students from 70% to 80%.
	5.iv.c	By June 2023, Reynolds School District will increase the percentage of Latinx/o/a students from 25% to 30% and the percentage of Black/African American students from 4% to 9% that are identified for Talented and Gifted Services (TAG).
	5.iv.d	By June 2023, Reynolds School District will decrease the disparity between the number of Black/African American students, in comparison to their peers, who are referred for discipline referrals by 5%.

SMART Goal Status: On Track

Data sources, reports and data dashboards have been, and will continue to be, developed in our Student Information System to inform practices that impact student outcomes and can be disaggregated by groups of students who have been marginalized.

Report Relation to Guardrail:

Our Student Information System (Synergy) is being enhanced by adding and developing additional Modules such as Analytics and Multi-Tiered System of Supports (MTSS) to include disaggregated data aligned to the Reynolds School District Strategic plan, Superintendent Guardrails and Goals. Establishing systems to allow for immediate and frequent access to data including Early Warning System (EWS) will have an impact on student outcomes and our students who have been historically marginalized.

Report Information:

In November of 2021, Reynolds School District embarked on adding additional components to our student information systems (Synergy) to intentionally design and improve our data system to get the right information to the right people at the right time informing decision making to improve outcomes for our students.

Analytics allows us to measure and analyze cohort performance, longitudinal data, and trends at the district, school, class, and individual student level. While we have always had access to data it has not always been easily accessible to all in a timely way.

This fall we began rolling out Enrollment Dashboards to Cabinet, District Office Administrators, and Building Leaders. In addition, we shared several analytic reports with different users as we began to build our understanding of the Analytics System and the use of the information. We are excited to continue to grow both the reports and dashboards that are available and are preparing to roll out Attendance and Discipline in the coming month. We are intentionally developing dashboards over time to continue to grow access to multiple data sources as we also develop and build data literacy to support informed decision making. The Student Information Management Team in partnership with other Departments, Building Leadership and Leadership Teams continue to identify data needs to prioritize the development, design, and delivery of future dashboards. Through Analytics we will continue to develop reports and dashboards that are easily accessible and readable for timely decision making.

Reynolds School District

Analytics Dashboards

Guardrail 5.iv

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

MISSION

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.

Reynolds School District

VISION

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CORE BELIEFS & COMMITMENTS

SAFETY

We believe that all students, families, and staff deserve a safe and secure learning environment.
We commit to providing physical and emotional safety across the Reynolds community.

EQUITY

We believe that equitable practices allow everyone within the Reynolds community to thrive.
We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

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INSTRUCTIONAL PRACTICES

We believe that high-quality, first-time instruction will eliminate the opportunity gap.
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ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people.
We commit to becoming an inclusive and positive organizational culture.

Guardrail 5- iv.

The Superintendent shall not operate without examining data annually to ensure there are no inequitable impacts for students who have been marginalized.

5.iv.a	**By June 2023, Reynolds School District will increase the yearly attendance rate of Latinx/o/a students from 72% to 82%* (*2020-2021 Data)**
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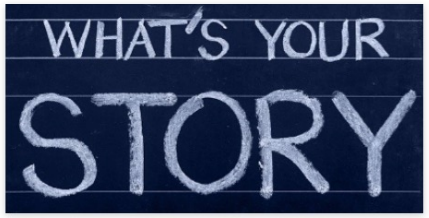
Reynolds School District

Synergy Analytics Dashboards



Multi-year Enrollment/Withdrawals

Building Enrollment

School Profile by School Day

Basic School Profile

Student Perspective

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Attendance

Chronic Absenteeism

Absence Dashboard

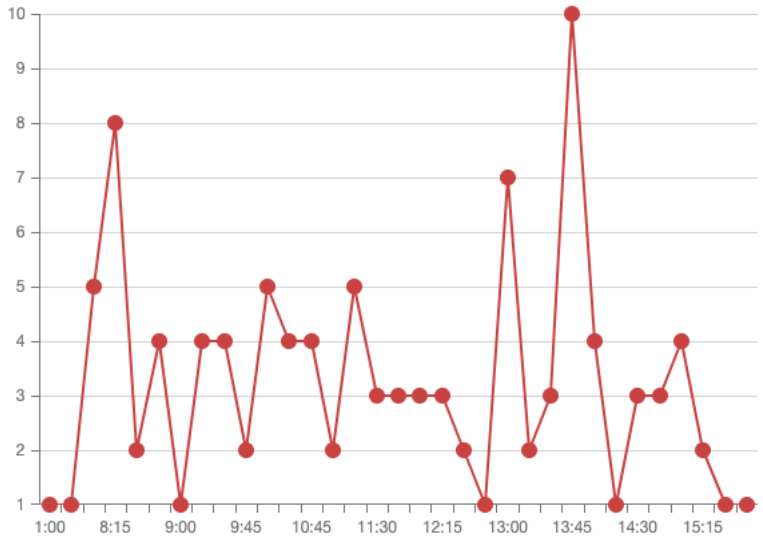
Discipline

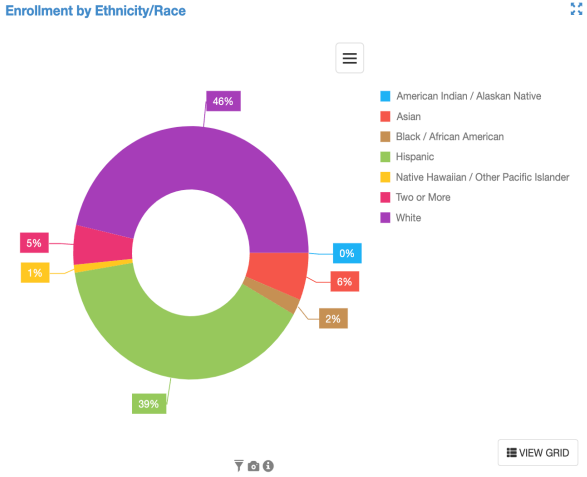
Discipline Dashboard

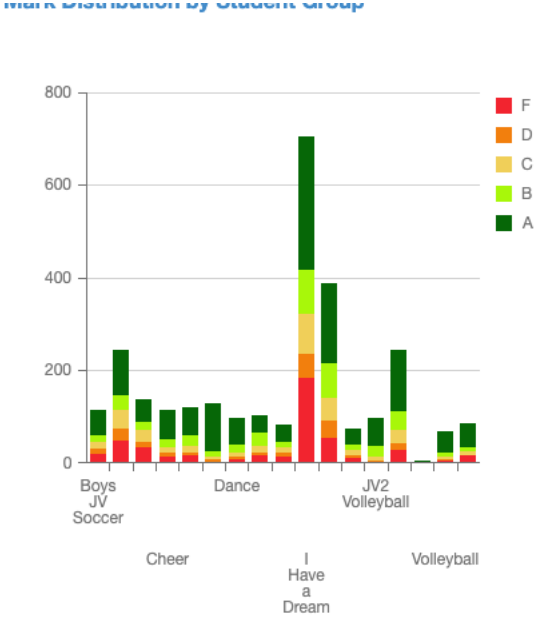
Suspensions

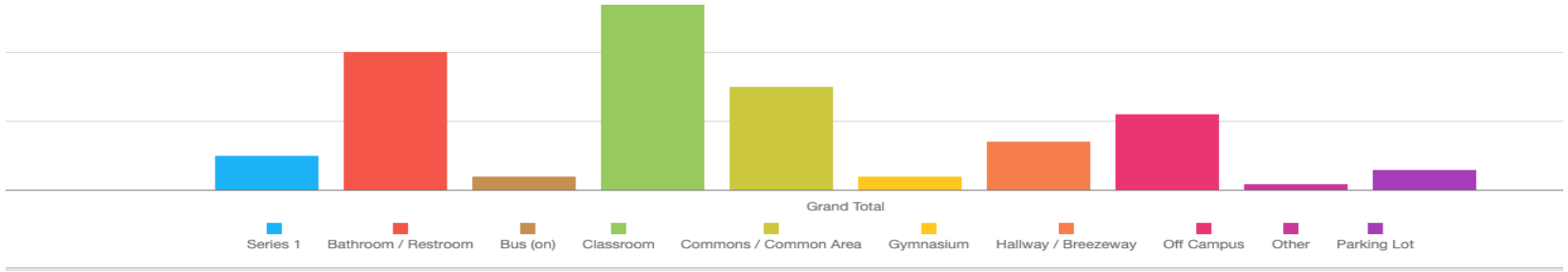
Reynolds School District

What do the dashboards look like and how can we use them?









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Reynolds School District

How does easy access to disaggregated data help us get there?

- Allows for frequent progress monitoring of student, school and district outcomes.
- Allows for regular opportunities to intervene, course correct or replicate success.
- Allows for targeted early intervention.
- Allows for review of the impact of initiates and professional development on student outcomes.
- Supports the work of PLC's and MTSS.

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Reynolds School District

Continued development

- By 2025, all user groups will have access to dashboards that inform their work and instructional practice and support the improvement of student outcomes.

- We will get there by:
- Continuing to design and release reports or dashboards monthly
- Continuing to design professional development materials and opportunities to support data literacy and use of the reports and dashboards.

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Reynolds School District

Reynolds School District

Questions?

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Koreen Barreras-Brown, Chief Academic Officer

Prepared by: Rachel Aazzerah, Director of Assessment and System Improvement

Subject: **At-A-Glance District and School Profiles, 2021-22**

Policy: Public Records - KBA

Date: October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☐ Safety ☐ Equity ☒ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
The At-A-Glance District and School profiles are published each year alongside the Accountability Detail sheets. Together, the At-A-Glance District and School Profiles and the Accountability Detail Sheets comprise the Oregon Department of Education's larger reporting system as required by the Oregon State legislature and the Every Student Succeeds Act (ESSA). The At-A-Glance District and School Profiles were designed by and for parents and community members to be an understandable and easy to read overview of how schools and districts serve their students. The At-A-Glance District and School Profiles do not rate or grade schools and districts and they are not used to determine levels of support under ESSA.

Previous Board Action:
Not Applicable

Background:
Districts are responsible for ensuring that the At-A-Glance profiles reach the families of children enrolled in Oregon public schools. As prescribed in Oregon Administrative Rule (OAR) 581-022-2255, families must receive a copy of the At-A-Glance profiles (report cards) by January 15th of each year.

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable

Reynolds School District

2021-2022 At-A-Glance Profiles & Accountability Detail Reports

October 26, 2022 Board Meeting

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

MISSION

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Reynolds School District

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CORE BELIEFS & COMMITMENTS

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We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

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ORGANIZATIONAL CULTURE

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We commit to becoming an inclusive and positive organizational culture.

What Are The At-A-Glance District and School Profiles?

- The At-A-Glance District and School Profiles are published each fall, alongside the Accountability Detail sheets.
- Comprise the Oregon Department of Education's larger reporting system as required by the Oregon State legislature and the Every Student Succeeds Act (ESSA).
- Do not rate or grade schools and districts and they are not used to determine levels of support under ESSA.
- All Data is from the 2021-2022 school year, except for On-Time Graduation which is from the 2020-2021 school year and College Going is from the 2019-2020 school year.
- Developed by and for families and community members, as an easy to read overview of how schools and districts serve their students.
- Available in both English and Spanish

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Reynolds School District At-A-Glance Profile for 2021-2022

OREGON AT-A-GLANCE DISTRICT PROFILE

Reynolds SD 7

SUPERINTENDENT: Danna Diaz | 1204 NE 201st Ave, Fairview 97024 | 503-661-7200

2021-22

Students We Serve

9,604 Student Enrollment

DEMOGRAPHICS

	Students	Teachers
American Indian/Alaska Native	1%	<1%
Asian	7%	3%
Black/African American	10%	3%
Hispanic/Latino	44%	4%
Multiracial	7%	1%
Native Hawaiian/Pacific Islander	3%	0%
White	28%	88%

46% Ever English Learners

90 Languages Spoken

16% Students with Disabilities

21% Mobile Students

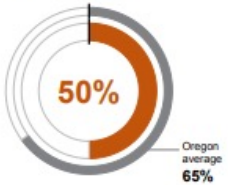
91% Free/ Reduced Price Lunch

*<10 students or data unavailable

Start Strong

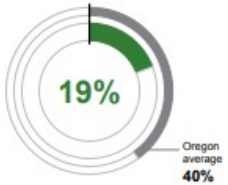
Grades K-2 REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Grade 3 ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



Academic Progress

Grades 3-8 INDIVIDUAL STUDENT PROGRESS

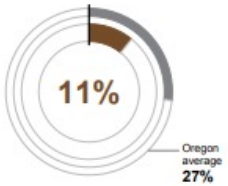
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

High School Success

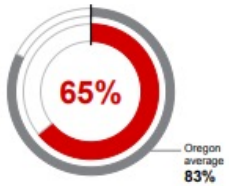
Grade 8 MATHEMATICS

Students meeting state grade-level expectations.



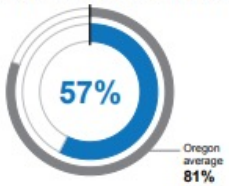
Grade 9 ON-TRACK TO GRADUATE

Students earning one-quarter of graduation credits in their 9th grade year.



Grade 12 ON-TIME GRADUATION

Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2017-18 graduating in 2020-21.



District Goals

Our district strives to promote equity and to provide a quality education for each student that we serve. By focusing on equity and student achievement, our district aims to reduce the opportunity gap between student groups and ensure that all of our students graduate. To reach this goal we are committed to providing student centered, culturally relevant instruction and to maintain high expectations for all students. Our vision: As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

District Website: www.reynolds.k12.or.us

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

OREGON AT-A-GLANCE DISTRICT PROFILE CONTINUED

Reynolds SD 7

2021-22

Outcomes

Our Staff (rounded FTE)

44 Administrators

576 Teachers

106 Educational assistants

30 Counselors

3 Licensed Librarians

11 Psychologists

80% % of licensed teachers with more than 3 years of experience

Grades K-2 REGULAR ATTENDERS

American Indian/Alaska Native	54%
Asian	68%
Black/African American	50%
Hispanic/Latino	43%
Multiracial	46%
Native Hawaiian/Pacific Islander	20%
White	58%
Free/Reduced Price Lunch	50%
Ever English Learner	51%
Students with Disabilities	43%
Migrant	<10 students or data unavailable
Homeless	22%
Students in Foster Care	36%
Talented and Gifted	62%
Female	53%
Male	46%
Non-Binary	<10 students or data unavailable

Grade 3 ENGLISH LANGUAGE ARTS

American Indian/Alaska Native	<10 students or data unavailable
Asian	17%
Black/African American	6%
Hispanic/Latino	12%
Multiracial	15%
Native Hawaiian/Pacific Islander	19%
White	36%
Free/Reduced Price Lunch	19%
Ever English Learner	7%
Students with Disabilities	9%
Migrant	<10 students or data unavailable
Homeless	11%
Students in Foster Care	<10 students or data unavailable
Talented and Gifted	58%
Female	19%
Male	19%
Non-Binary	<10 students or data unavailable

Grades 3-8 INDIVIDUAL STUDENT PROGRESS

44

Grade 8 MATHEMATICS

American Indian/Alaska Native	<10 students or data unavailable
Asian	21%
Black/African American	<5%
Hispanic/Latino	6%
Multiracial	9%
Native Hawaiian/Pacific Islander	<5%
White	19%
Free/Reduced Price Lunch	11%
Ever English Learner	9%
Students with Disabilities	<5%
Migrant	6%
Homeless	<5%
Students in Foster Care	<10 students or data unavailable
Talented and Gifted	61%
Female	9%
Male	12%
Non-Binary	<10 students or data unavailable

Grade 9 ON-TRACK TO GRADUATE

American Indian/Alaska Native	<10 students or data unavailable
Asian	93%
Black/African American	61%
Hispanic/Latino	58%
Multiracial	71%
Native Hawaiian/Pacific Islander	44%
White	71%
Free/Reduced Price Lunch	65%
Ever English Learner	62%
Students with Disabilities	48%
Migrant	83%
Homeless	61%
Students in Foster Care	<10 students or data unavailable
Talented and Gifted	>95%
Female	65%
Male	64%
Non-Binary	<10 students or data unavailable

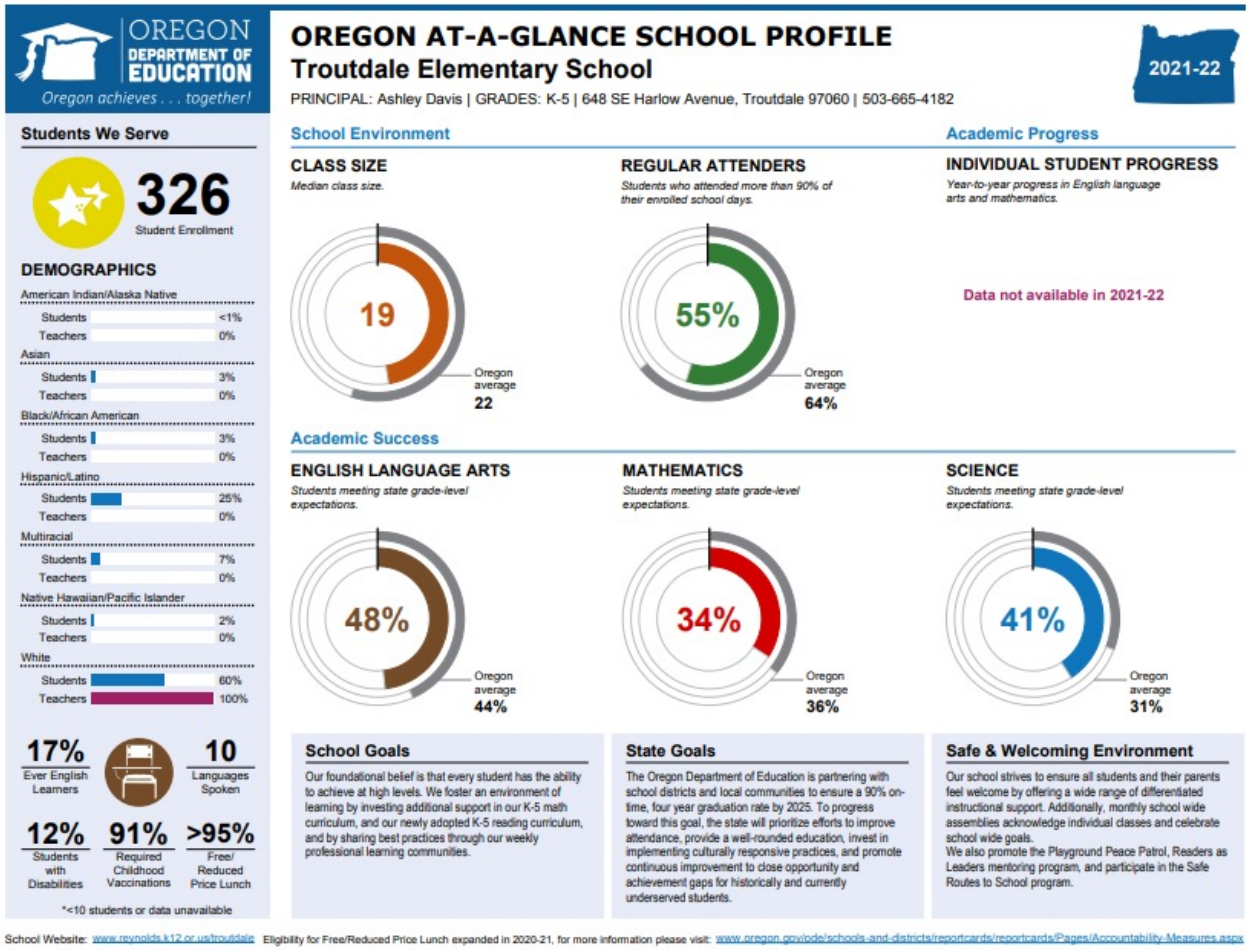
Grade 12 ON-TIME GRADUATION

American Indian/Alaska Native	<10 students or data unavailable
Asian	70%
Black/African American	53%
Hispanic/Latino	54%
Multiracial	63%
Native Hawaiian/Pacific Islander	36%
White	61%
Free/Reduced Price Lunch	59%
Ever English Learner	55%
Students with Disabilities	44%
Migrant	53%
Homeless	34%
Students in Foster Care	23%
Talented and Gifted	90%
Female	64%
Male	51%
Non-Binary	Coming in 2022-23

Data are suppressed to protect confidential student information.

Seismic Safety: http://www.oregongeology.org/sub/projects/rvs/activity-updates/status.html

Reynolds School District- Elementary/Middle School-At-A-Glance Profile for 2021-2022



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OREGON AT-A-GLANCE SCHOOL PROFILE
Troutdale Elementary School

2021-22

PRINCIPAL: Ashley Davis | GRADES: K-5 | 648 SE Harlow Avenue, Troutdale 97060 | 503-665-4182

Students We Serve

326 Student Enrollment

DEMOGRAPHICS

	Students	Teachers
American Indian/Alaska Native	<1%	0%
Asian	3%	0%
Black/African American	3%	0%
Hispanic/Latino	25%	0%
Multiracial	7%	0%
Native Hawaiian/Pacific Islander	2%	0%
White	60%	100%

17% Ever English Learners
10 Languages Spoken
12% Students with Disabilities
91% Required Childhood Vaccinations
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

CLASS SIZE
Median class size.
19 — Oregon average 22

REGULAR ATTENDERS
Students who attended more than 90% of their enrolled school days.
55% — Oregon average 64%

Academic Progress

INDIVIDUAL STUDENT PROGRESS
Year-to-year progress in English language arts and mathematics.
Data not available in 2021-22

Academic Success

ENGLISH LANGUAGE ARTS
Students meeting state grade-level expectations.
48% — Oregon average 44%

MATHEMATICS
Students meeting state grade-level expectations.
34% — Oregon average 36%

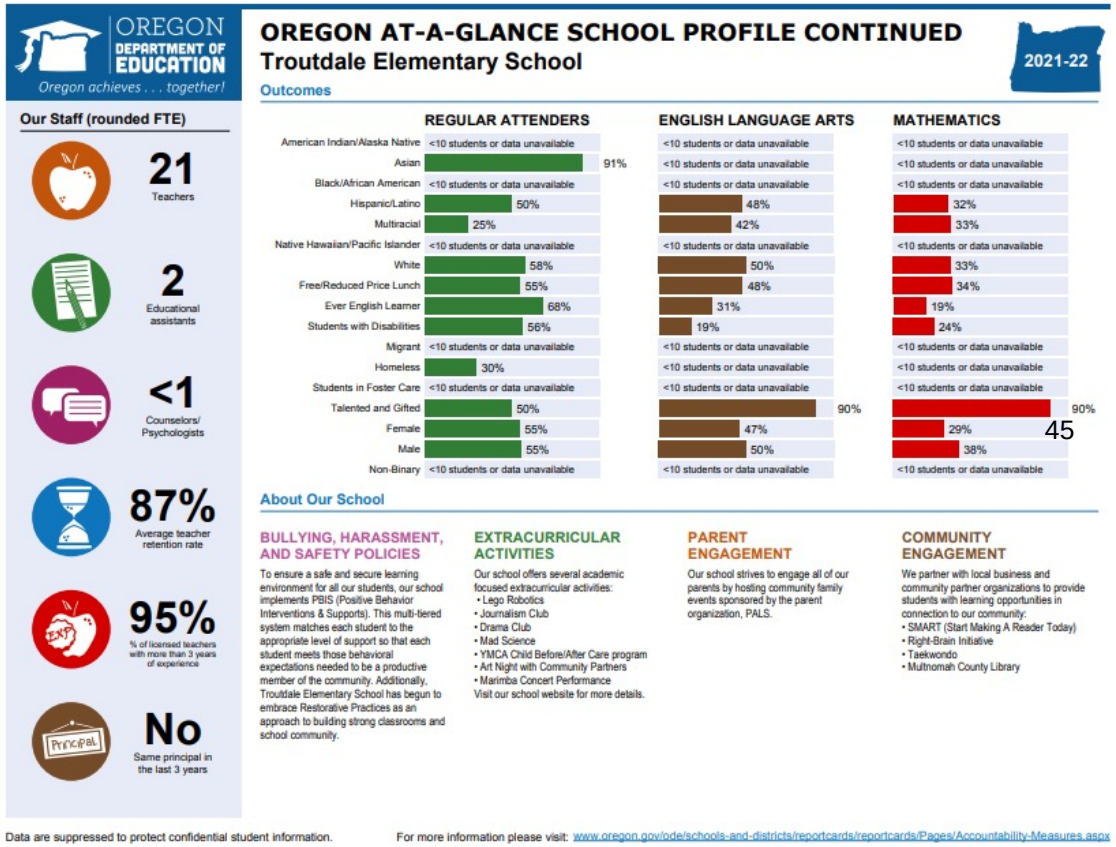
SCIENCE
Students meeting state grade-level expectations.
41% — Oregon average 31%

School Goals
Our foundational belief is that every student has the ability to achieve at high levels. We foster an environment of learning by investing additional support in our K-5 math curriculum, and our newly adopted K-5 reading curriculum, and by sharing best practices through our weekly professional learning communities.

State Goals
The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment
Our school strives to ensure all students and their parents feel welcome by offering a wide range of differentiated instructional support. Additionally, monthly school wide assemblies acknowledge individual classes and celebrate school wide goals.
We also promote the Playground Peace Patrol, Readers as Leaders mentoring program, and participate in the Safe Routes to School program.

School Website: www.reynolds.k12.or.us/troutdale Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx



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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED
Troutdale Elementary School

2021-22

Our Staff (rounded FTE)

21 Teachers
2 Educational assistants
<1 Counselors/ Psychologists
87% Average teacher retention rate
95% % of licensed teachers with more than 3 years of experience
No Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ENGLISH LANGUAGE ARTS	MATHEMATICS
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	91%	<10 students or data unavailable	<10 students or data unavailable
Black/African American	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Hispanic/Latino	50%	48%	32%
Multiracial	25%	42%	33%
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	58%	50%	33%
Free/Reduced Price Lunch	55%	48%	34%
Ever English Learner	68%	31%	19%
Students with Disabilities	56%	19%	24%
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	30%	<10 students or data unavailable	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	50%	90%	90%
Female	55%	47%	29%
Male	55%	50%	38%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES
To ensure a safe and secure learning environment for all our students, our school implements PBIS (Positive Behavior Interventions & Supports). This multi-tiered system matches each student to the appropriate level of support so that each student meets those behavioral expectations needed to be a productive member of the community. Additionally, Troutdale Elementary School has begun to embrace Restorative Practices as an approach to building strong classrooms and school community.

EXTRACURRICULAR ACTIVITIES
Our school offers several academic focused extracurricular activities:
- Lego Robotics
- Journalism Club
- Drama Club
- Mad Science
- YMCA Child Before/After Care program
- Art Night with Community Partners
- Marimba Concert Performance

Visit our school website for more details.

PARENT ENGAGEMENT
Our school strives to engage all of our parents by hosting community family events sponsored by the parent organization, PALS.

COMMUNITY ENGAGEMENT
We partner with local business and community partner organizations to provide students with learning opportunities in connection to our community:
- SMART (Start Making A Reader Today)
- Right-Brain Initiative
- Taekwondo
- Multnomah County Library

Data are suppressed to protect confidential student information. For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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Reynolds School District

Reynolds School District-High School-At-A-Glance Profile for 2021-2022

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OREGON AT-A-GLANCE SCHOOL PROFILE
Reynolds High School

2021-22

PRINCIPAL: Wade Bakely | GRADES: 9-12 | 1698 SW Cherry Park Rd, Troutdale 97060 | 503-667-3186

Students We Serve

2,269 Student Enrollment

DEMOGRAPHICS

	Students	Teachers
American Indian/Alaska Native	1%	0%
Asian	9%	1%
Black/African American	8%	3%
Hispanic/Latino	48%	1%
Multiracial	6%	2%
Native Hawaiian/Pacific Islander	3%	0%
White	26%	92%

56% Ever English Learners

54 Languages Spoken

13% Students with Disabilities

96% Required Childhood Vaccinations

>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

CLASS SIZE
Median size of classes in core subjects.
22 — Oregon average 22

REGULAR ATTENDERS
Students who attended more than 90% of their enrolled school days.
40% — Oregon average 64%

Academic Progress

ON-TRACK TO GRADUATE
Students earning one-quarter of graduation credits in their 9th grade year.
66% — Oregon average 83%

Academic Success

ON-TIME GRADUATION
*Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2017-18 graduating in **2020-21**.*
63% — Oregon average 81%

FIVE-YEAR COMPLETION
*Students earning a high school diploma or GED within five years. Cohort includes students who were first-time ninth graders in 2016-17 finishing in **2020-21**.*
80% — Oregon average 88%

COLLEGE GOING
*Students enrolling in a two or four year college within 16 months of completing high school in **2019-20**. Data from the National Student Clearinghouse.*
53% — Oregon average 56%

School Goals

Our graduation rate has shown a steady rise over the past several years and our freshman on-track rate gives us hope that this trend will continue. Key groups of focus are improving in both on-track and graduation ratings. Our areas of focus will continue to concentrate on groups within the school population who have traditionally struggled to graduate. Key interventions within the school as well as the addition of freshman interventions should bolster our gains within our focus groups as well as the school-at-large

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by accessing bilingual staff for our school office. All communication sent home through mail, phone, or text is translated for easy access. Interpreters are provided for parent conferences and other school meetings where parents are present.

School Website: www.reynolds.k12.or.us/rhs

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED
Reynolds High School

2021-22

Our Staff (rounded FTE)

117 Teachers

15 Educational assistants

11 Counselors/ Psychologists

88% Average teacher retention rate

81% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ON-TRACK TO GRADUATE	ON-TIME GRADUATION
American Indian/Alaska Native	30%	<10 students or data unavailable	<10 students or data unavailable
Asian	64%	93%	70%
Black/African American	41%	60%	63%
Hispanic/Latino	35%	59%	58%
Multiracial	37%	73%	68%
Native Hawaiian/Pacific Islander	30%	44%	37%
White	43%	72%	69%
Free/Reduced Price Lunch	40%	66%	65%
Ever English Learner	41%	63%	59%
Students with Disabilities	39%	51%	47%
Migrant	48%	83%	50%
Homeless	33%	61%	44%
Students in Foster Care	40%	<10 students or data unavailable	10%
Talented and Gifted	66%	>95%	94%
Female	38%	65%	69%
Male	42%	65%	57%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	Coming in 2022-23

About Our School

ADVANCED COURSEWORK

Our school offers 9 different Advanced Placement (AP) courses. Highlights include: · Biology, Language/Composition, Calculus, Statistics, Environmental Science, US History, US Government, European History, Music Theory, Spanish, Biology Our School offers a number of advanced language courses: · Spanish, Japanese, French
We also offer dual-enrollment courses through the local community college. Highlights include:
· Biology, Language/Composition, Algebra, Calculus, US History, US Government, World History, Graphic Arts, Spanish, French, Japanese, Catering & Hospitality, Early Childhood

CAREER & TECHNICAL EDUCATION

Our students have the option of enrolling in a variety of CTE courses where students can earn dual credit and receive special recognition at graduation:
· Automotive
· Business Management
· Computer Science
· Culinary Arts
· Early Childhood Education
· Graphics
· Metals
· Woods

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:
• ASB (Associated Student Body)
• Student Government
• 16 Interscholastic Sports
• 19 Academic Clubs
• 3 Drama/Play productions
• 6 Service Clubs
• Spring Break Carnival
• Civic clubs
Visit our school website for more details

PARENT & COMMUNITY ENGAGEMENT

Our school engages our parents and community by hosting a variety of events intended for parents and community members to attend:
· Open House
· Freshman Orientation
· Homecoming
· Living History Day
· Parent Booster Club ·
Community partnerships with over 30 agencies

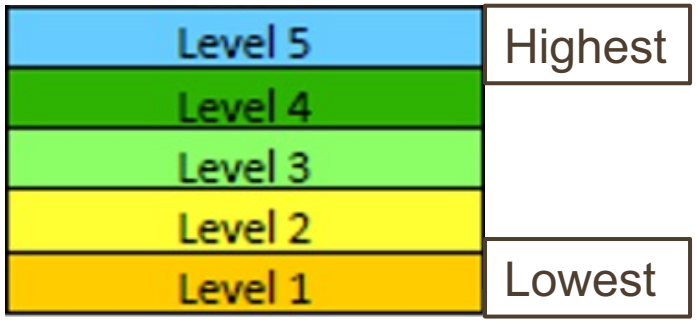
Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

Reynolds School District

What Are the District and School Accountability Details Reports

- The Accountability Details Report displays district level data on the indicators used by the accountability system to identify schools for **comprehensive** or **targeted** supports as required by Oregon's State Plan under the Every Student Succeeds Act (ESSA).
- Nine Data Indicators: English Language Arts (ELA) Achievement and Average Gap Score Change, Mathematics Achievement and Average Gap Score Change, Regular Attenders, On Track to English Language Proficiency (OTELP), 9th Grade on Track, Four-Year Cohort Graduation Rate and Five-Year Completers. (Grade Bands)
- Accountability Rating System:



English Language Arts Academic Achievement Details

District: Reynolds SD 7
Level: Elementary (Grades K-5)

English Language Arts Achievement Level	Cut
Level 5	80
Level 4	67
Level 3	54
Level 2	25
Level 1	<25

The English Language Arts (ELA) Achievement indicator displays the percentage of students meeting the ELA achievement standard, the adjusted denominator, and the corresponding rating for each student group. The data table shows two years of data, a two-year average, and the applied rate (i.e., the two-year average after meeting the minimum n-size of 20). '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size to receive a rating. Note that the expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.

State Long Term Goal: 80%

Student Group		2018-19	2021-22	2-year Average	Rated on	Level
All Students - Percent		33.1	24.7	29.4	Average Rate	Level 2
All Students - Adjusted Denominator		2725	2198	4923		
Economically Disadvantaged - Percent		28.2	24.7	26.5	Average Rate	Level 2
Economically Disadvantaged - Adjusted Denominator		2299	2194	4493		
English Learners - Percent		23.3	12.2	19.0	Average Rate	Level 2*
English Learners - Adjusted Denominator		1295	806	2101		
Students with Disabilities - Percent		12.7	10.5	11.8	Average Rate	Level 2*
Students with Disabilities - Adjusted Denominator		472	361	833		
American Indian/Alaska Native - Percent		45.0	22.7	33.3	Average Rate	Level 2
American Indian/Alaska Native - Adjusted Denominator		20	22	42		
Black/African American - Percent		23.5	13.4	18.7	Average Rate	Level 1
Black/African American - Adjusted Denominator		251	224	475		
Hispanic/Latino - Percent		22.0	17.7	20.0	Average Rate	Level 1
Hispanic/Latino - Adjusted Denominator		1141	945	2086		
Native Hawaiian/Pacific Islander - Percent		21.3	24.0	22.6	Average Rate	Level 1
Native Hawaiian/Pacific Islander - Adjusted Denominator		80	75	155		
Underserved Race/Ethnicity - Percent		22.5	17.4	20.2	Average Rate	Level 1
Underserved Race/Ethnicity - Adjusted Denominator		1492	1266	2758		
Asian - Percent		45.8	28.1	38.0	Average Rate	Level 2
Asian - Adjusted Denominator		192	153	345		
White - Percent		48.8	38.6	44.6	Average Rate	Level 2
White - Adjusted Denominator		850	611	1461		
Multi-racial - Percent		33.5	26.2	30.1	Average Rate	Level 2
Multi-racial - Adjusted Denominator		191	168	359		

Footnote: An * next to Level 2 indicates that although the student group did not meet the Level 2 cut for this indicator, this student group is not in the lowest ten percent of schools in Oregon.

English Language Arts Average Gap Score Change Details

District: Reynolds SD 7
Level: Elementary (Grades K-5)

ELA Average Gap Score Change	Cut
Level 5	5
Level 4	-7
Level 3	-19
Level 2	-42
Level 1	<-42

The English Language Arts (ELA) Average Score Change indicator uses the difference between a student's score and the cut score for the assessment, called a gap score. The table displays the average gap score by school year, the change in the average gap score, the count of students tested, and the corresponding rating for each student group. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size to receive a rating. Note that the expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.

Student Group		2018-19	2021-22	Change in Average		Level
All Students		-45	-69	-24		Level 2
All Students - Denominator		2705	2175			
Economically Disadvantaged		-57	-69	-12		Level 3
Economically Disadvantaged - Denominator		2283	2171			
English Learners		-70	-104	-34		Level 2
English Learners - Denominator		1284	799			
Students with Disabilities		-113	-123	-10		Level 3
Students with Disabilities - Denominator		459	342			
American Indian/Alaska Native		-41	-75	-34		Not Rated
American Indian/Alaska Native - Denominator		19	21			
Black/African American		-66	-96	-30		Level 2
Black/African American - Denominator		249	217			
Hispanic/Latino		-69	-86	-17		Level 3
Hispanic/Latino - Denominator		1131	936			
Native Hawaiian/Pacific Islander		-74	-84	-10		Level 3
Native Hawaiian/Pacific Islander - Denominator		79	75			
Underserved Race/Ethnicity		-69	-87	-18		Level 3
Underserved Race/Ethnicity - Denominator		1478	1249			
Asian		-19	-57	-38		Level 2
Asian - Denominator		192	153			
White		-13	-34	-21		Level 2
White - Denominator		845	608			
Multi-racial		-34	-74	-40		Level 2
Multi-racial - Denominator		190	165			

Reynolds School District

On Track to English Language Proficiency (ELP) Details

District: Reynolds SD 7

Level: Elementary (Grades K-5)

On Track to ELP Level	Cut
Level 5	80
Level 4	68
Level 3	56
Level 2	26
Level 1	<26

The On Track to English Language Proficiency (ELP) indicator displays the percentage of students who are on track to attain ELP, the denominator, and the corresponding rating for each student group. The data table shows two years of data, a two-year average, and the applied rate (i.e., the two-year average after meeting the minimum n-size of 20).'*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size to receive a rating. Note that the expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.

State Long Term Goal: 80%

Student Group		2018-19	2021-22	2-year Average	Rated on	Level
Current English Learners - Percent		57.7	43.6	52.0	Average Rate	Level 2
Current English Learners - Denominator		1408	945	2353		

English Language Arts Participation Details

District: Reynolds SD 7

Level: Elementary (Grades K-5)

All students in tested grades and enrolled on the first school day in May must take a statewide assessment. The data table displays the percentage of students who took a statewide assessment by school year and student group. The applied rate for the participation status is the two-year average after meeting the minimum n-size of 20. 'Not Rated' means the student group did not meet minimum size requirements in order to receive a rating. Note that the expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.

Participation Target: 94.5%

Student Group		2018-19	2021-22	2-year Average	Status based on	Status
All Students - Percent		97.6	96.4	97.1	Average Rate	Met
All Students - Denominator		2888	2413	5301		
Economically Disadvantaged - Percent		97.8	96.6	97.2	Average Rate	Met
Economically Disadvantaged - Denominator		2433	2403	4836		
English Learners - Percent		99.0	97.6	98.4	Average Rate	Met
English Learners - Denominator		1348	878	2226		
Students with Disabilities - Percent		94.0	91.5	92.9	Average Rate	Not Met
Students with Disabilities - Denominator		517	399	916		
American Indian/Alaska Native - Percent		100.0	95.8	97.8	Average Rate	Met
American Indian/Alaska Native - Denominator		21	24	45		
Black/African American - Percent		97.4	96.9	97.2	Average Rate	Met
Black/African American - Denominator		274	254	528		
Hispanic/Latino - Percent		98.3	97.4	97.9	Average Rate	Met
Hispanic/Latino - Denominator		1192	1013	2205		
Native Hawaiian/Pacific Islander - Percent		100.0	98.9	99.4	Average Rate	Met
Native Hawaiian/Pacific Islander - Denominator		86	87	173		
Underserved Race/Ethnicity - Percent		98.3	97.4	97.9	Average Rate	Met
Underserved Race/Ethnicity - Denominator		1573	1378	2951		
Asian - Percent		99.5	98.8	99.2	Average Rate	Met
Asian - Denominator		197	161	358		
White - Percent		96.4	93.9	95.3	Average Rate	Met
White - Denominator		910	688	1598		
Multi-racial - Percent		96.6	95.7	96.2	Average Rate	Met
Multi-racial - Denominator		208	186	394		

Reynolds School District

Reynolds School District

Questions?

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

Goal 4.i	Increase the percentage of 9th grade students who are on track to graduate from 47% to 90% by August 2026.					
	Fall 2021 47% (baseline)	**August 2022** (55%)	**August 2023** (65%)	**August 2024** (77%)	**August 2025** (85%)	**August 2026** (90%)

Superintendent Goal Performance Measures

4.ii.a	Increase the percentage of 9th grade students who receive English Language Learner services that are on track to graduate from 52% to 62% by August 2023.
4.ii.b	Increase the percentage of 9th grade students who receive Special Education services that are on track to graduate from 49% to 59% by August 2023.
4.ii.c	Increase the percentage of Black/African American 9th grade students that are on track to graduate from 53% to 63% by August 2023.
4.ii.d	Increase the percentage of Latinx 9th grade students that are on track to graduate from 48% to 58% by August 2023.

Goal Status: On Track

Report Relation to Goal:

One of the indicators on the high school At-A-Glance profiles is On Track to Graduation. This indicator determines the percentage of 9th grade students who have earned one-fourth of their required credits in order to earn a diploma in the State of Oregon. For the 2021-2022 school year, 66% of all Reynolds High School students were on track to graduate. This was a 19% increase from the 2020-2021 school. The percentage of students who receive English Language Learner services that were on track was 62% and the percentage of students who receive Special Education services was 48%. The percentage of Black/African American students on track was 61% and the percentage of Latinx students on track was 58%.

Report Information:

On October 20, 2022, the District and School At-A-Glance profiles and Accountability Detail Reports were released publicly in the State of Oregon. The At-A-Glance District and School profiles are published each year alongside the Accountability Detail sheets. Together, the At-A-Glance District and School Profiles and the Accountability Detail Sheets comprise the Oregon Department of Education's larger reporting system as required by the Oregon State legislature and the Every Student Succeeds Act (ESSA). The At-A-Glance District and School Profiles were designed by and for parents and community members to be an understandable and easy to read overview of how schools and districts serve their students. The At-A-Glance District and School Profiles do not rate or grade schools and districts and they are not used to determine levels of support under ESSA.

Districts are responsible for ensuring that the At-A-Glance profiles reach the families of children enrolled in Oregon public schools. As prescribed in Oregon Administrative Rule (OAR) 581-022-2255, families must receive a copy of the At-A-Glance profiles (report cards) by January 15th of each year.

OREGON DEPARTMENT OF EDUCATION
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OREGON AT-A-GLANCE DISTRICT PROFILE

Reynolds SD 7

SUPERINTENDENT: Danna Diaz | 1204 NE 201st Ave, Fairview 97024 | 503-661-7200

2021-22

Students We Serve

9,604
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	1%
Teachers	<1%
Asian	
Students	7%
Teachers	3%
Black/African American	
Students	10%
Teachers	3%
Hispanic/Latino	
Students	44%
Teachers	4%
Multiracial	
Students	7%
Teachers	1%
Native Hawaiian/Pacific Islander	
Students	3%
Teachers	0%
White	
Students	28%
Teachers	88%

46% Ever English Learners

90 Languages Spoken

16% Students with Disabilities

21% Mobile Students

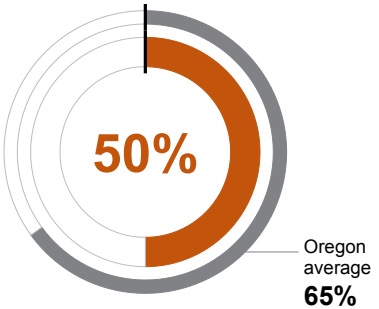
91% Free/ Reduced Price Lunch

*<10 students or data unavailable

Start Strong

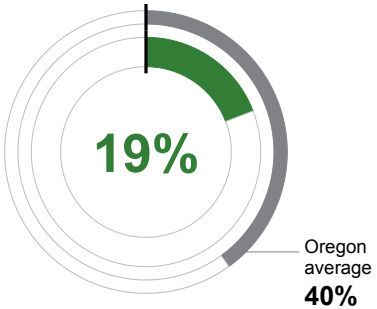
Grades K-2
REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Grade 3
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



Academic Progress

Grades 3-8
INDIVIDUAL STUDENT PROGRESS

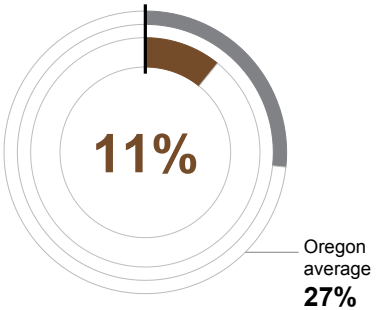
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

High School Success

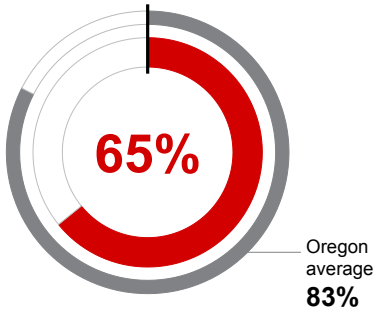
Grade 8
MATHEMATICS

Students meeting state grade-level expectations.



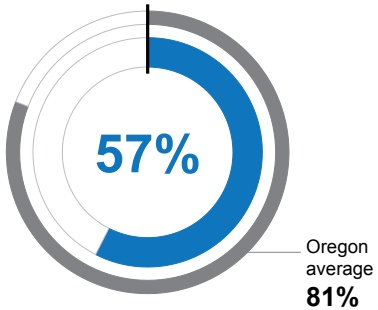
Grade 9
ON-TRACK TO GRADUATE

Students earning one-quarter of graduation credits in their 9th grade year.



Grade 12
ON-TIME GRADUATION

*Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2017-18 graduating in **2020-21**.*



District Goals

Our district strives to promote equity and to provide a quality education for each student that we serve. By focusing on equity and student achievement, our district aims to reduce the opportunity gap between student groups and ensure that all of our students graduate. To reach this goal we are committed to providing student centered, culturally relevant instruction and to maintain high expectations for all students. Our vision: As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

District Website: www.reynolds.k12.or.us

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE DISTRICT PROFILE CONTINUED

Reynolds SD 7

2021-22

Outcomes

Our Staff (rounded FTE)

44 Administrators

576 Teachers

106 Educational assistants

30 Counselors

3 Licensed Librarians

11 Psychologists

80% % of licensed teachers with more than 3 years of experience

Grades K-2 REGULAR ATTENDERS

American Indian/Alaska Native	54%
Asian	68%
Black/African American	50%
Hispanic/Latino	43%
Multiracial	46%
Native Hawaiian/Pacific Islander	20%
White	58%
Free/Reduced Price Lunch	50%
Ever English Learner	51%
Students with Disabilities	43%
Migrant	<10 students or data unavailable
Homeless	22%
Students in Foster Care	36%
Talented and Gifted	62%
Female	53%
Male	46%
Non-Binary	<10 students or data unavailable

Grade 3 ENGLISH LANGUAGE ARTS

American Indian/Alaska Native	<10 students or data unavailable
Asian	17%
Black/African American	6%
Hispanic/Latino	12%
Multiracial	15%
Native Hawaiian/Pacific Islander	19%
White	36%
Free/Reduced Price Lunch	19%
Ever English Learner	7%
Students with Disabilities	9%
Migrant	<10 students or data unavailable
Homeless	11%
Students in Foster Care	<10 students or data unavailable
Talented and Gifted	58%
Female	19%
Male	19%
Non-Binary	<10 students or data unavailable

Grades 3-8 INDIVIDUAL STUDENT PROGRESS

53

Grade 8 MATHEMATICS

American Indian/Alaska Native	<10 students or data unavailable
Asian	21%
Black/African American	<5%
Hispanic/Latino	6%
Multiracial	9%
Native Hawaiian/Pacific Islander	<5%
White	19%
Free/Reduced Price Lunch	11%
Ever English Learner	9%
Students with Disabilities	<5%
Migrant	6%
Homeless	<5%
Students in Foster Care	<10 students or data unavailable
Talented and Gifted	61%
Female	9%
Male	12%
Non-Binary	<10 students or data unavailable

Grade 9 ON-TRACK TO GRADUATE

American Indian/Alaska Native	<10 students or data unavailable
Asian	93%
Black/African American	61%
Hispanic/Latino	58%
Multiracial	71%
Native Hawaiian/Pacific Islander	44%
White	71%
Free/Reduced Price Lunch	65%
Ever English Learner	62%
Students with Disabilities	48%
Migrant	83%
Homeless	61%
Students in Foster Care	<10 students or data unavailable
Talented and Gifted	>95%
Female	65%
Male	64%
Non-Binary	<10 students or data unavailable

Grade 12 ON-TIME GRADUATION

American Indian/Alaska Native	<10 students or data unavailable
Asian	70%
Black/African American	53%
Hispanic/Latino	54%
Multiracial	63%
Native Hawaiian/Pacific Islander	36%
White	61%
Free/Reduced Price Lunch	59%
Ever English Learner	55%
Students with Disabilities	44%
Migrant	53%
Homeless	34%
Students in Foster Care	23%
Talented and Gifted	90%
Female	64%
Male	51%
Non-Binary	Coming in 2022-23

Data are suppressed to protect confidential student information.

Seismic Safety: http://www.oregongeology.org/sub/projects/rvs/activity-updates/status.html

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OREGON AT-A-GLANCE SCHOOL PROFILE

Alder Elementary School

PRINCIPAL: Danelle Heikkila | GRADES: K-5 | 17200 SE Alder St, Portland 97233 | 503-491-2722

2021-22

Students We Serve

367
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native		
	Students	1%
	Teachers	0%
Asian		
	Students	11%
	Teachers	3%
Black/African American		
	Students	10%
	Teachers	10%
Hispanic/Latino		
	Students	56%
	Teachers	24%
Multiracial		
	Students	7%
	Teachers	0%
Native Hawaiian/Pacific Islander		
	Students	4%
	Teachers	0%
White		
	Students	10%
	Teachers	62%

63% Ever English Learners

20 Languages Spoken

13% Students with Disabilities

93% Required Childhood Vaccinations

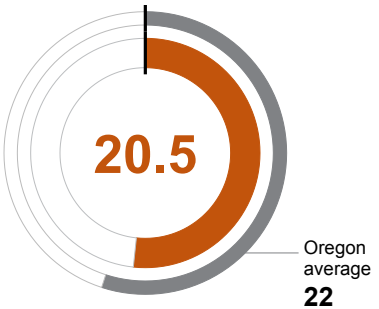
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

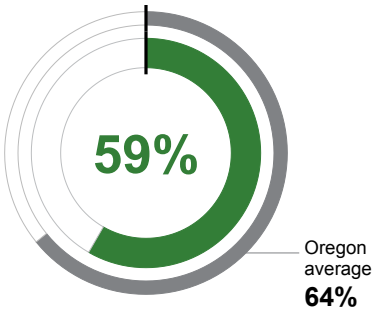
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

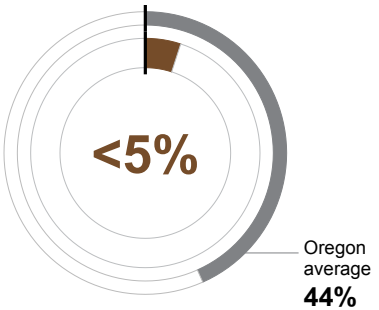
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

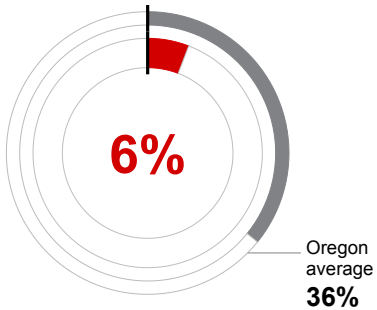
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



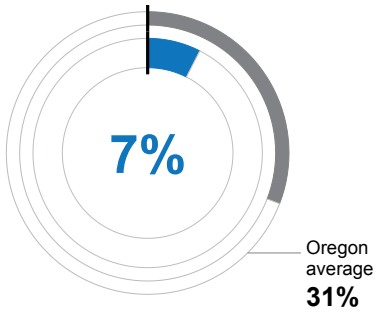
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



54

School Goals

Alder staff is working hard to meet the needs of each and every child. Through full inclusion, teacher push in supports and a systematic behavior plan, Alder is making gains across the board. This hard work from students and staff pays off in our growth gains on the state's OSAS ELA and Math assessments. The teachers at Alder are excited to help students improve their math skills and literacy skills as the students move up in grades.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our primary focus on school climate to create a positive learning environment critical to academic success was fruitful. We worked to reduce behavioral incidents through a focus on inclusion and development of a positive school community. Our goal is to provide high quality instruction at all levels and to provide academic and behavioral supports for every child.

School Website: www.reynolds.k12.or.us/alder

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Alder Elementary School

2021-22

Our Staff (rounded FTE)

23 Teachers

5 Educational assistants

2 Counselors/ Psychologists

86% Average teacher retention rate

73% % of licensed teachers with more than 3 years of experience

No Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ENGLISH LANGUAGE ARTS	MATHEMATICS
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	76%	13%	6%
Black/African American	47%	<5%	<5%
Hispanic/Latino	64%	<5%	6%
Multiracial	40%	10%	10%
Native Hawaiian/Pacific Islander	17%	<10 students or data unavailable	<10 students or data unavailable
White	55%	11%	11%
Free/Reduced Price Lunch	59%	<5%	6%
Ever English Learner	63%	<5%	<5%
Students with Disabilities	55%	<5%	<5%
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	50%	<5%	<5%
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	61%	6%	7%
Male	57%	<5%	5%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school engages in Restorative Practices and Justice.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities and a number of after school clubs and/or events:
- Family movie
- SUN before/after school enrichment
- PlayWorks
- Girls, Inc.
- Girls on the Run
- Right-Brain Initiative
- Chess for Success

PARENT ENGAGEMENT

Our school strives to engage all of our parents by hosting a variety of events intended for parents and community members to attend:
- Early Kindergarten Transitions Summer School
- Academic Summer School and SUN after school tutoring
- Start Making a Reader Today (SMART) support for K-2
- Monthly Community Engagement Activities
- Latino Parent Leadership

COMMUNITY ENGAGEMENT

Our school partners with local businesses, community partners and organizations to support student learning and to enrich our school climate:
- Full-Day Montessori Preschool
- HUD Housing support
- Clothes Closet and Food Pantry
- "I Have a Dream" school-wide partnership
- Experience Corps
- Marathon Scholars,
- Family of Friends
- Friends of the Children

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Davis Elementary School

PRINCIPAL: Graham Hughes | GRADES: K-5 | 19501 NE Davis St, Portland 97230 | 503-665-9193

2021-22

Students We Serve

400
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	1%
Teachers	3%
Asian	
Students	6%
Teachers	0%
Black/African American	
Students	15%
Teachers	3%
Hispanic/Latino	
Students	48%
Teachers	3%
Multiracial	
Students	7%
Teachers	3%
Native Hawaiian/Pacific Islander	
Students	3%
Teachers	0%
White	
Students	20%
Teachers	87%

50% Ever English Learners

22 Languages Spoken

19% Students with Disabilities

92% Required Childhood Vaccinations

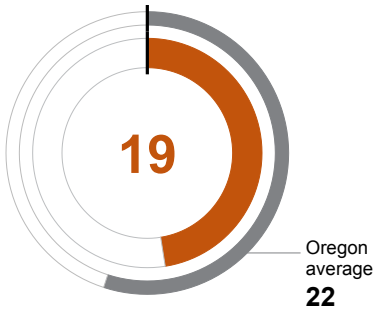
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

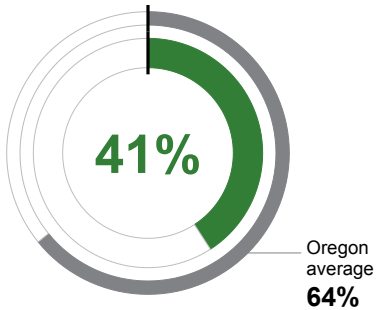
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

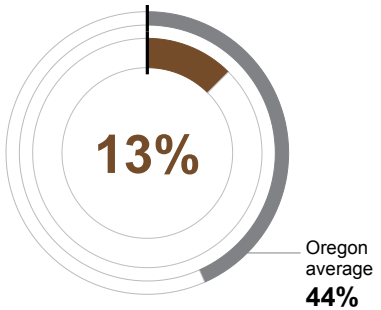
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

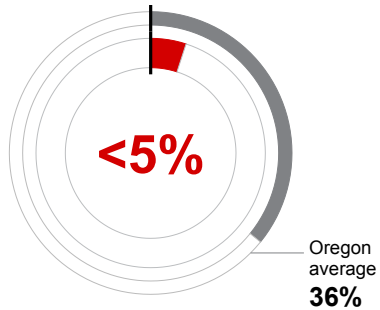
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



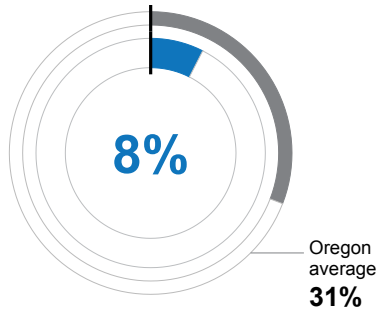
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



56

School Goals

Davis is a culturally diverse school that embraces student growth and achievement through community partnerships, culturally responsive teaching practices, social emotional learning, and highly dedicated staff and family members. Davis is committed to show respect, build relationships, and practice rigor with each and every student to ensure student success. Together, we create specific school priorities to address the explicit needs of students, staff, and community to ensure academic achievement.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by including bilingual staff in our school office. All communication sent home through mail, phone, or text is translated for easy access. Interpreters are provided for parent conferences and other school meetings where parents are present. We offer two Social Communication classrooms to support our Davis family.

School Website: www.reynolds.k12.or.us/davis

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Davis Elementary School

2021-22

Our Staff (rounded FTE)

27 Teachers

7 Educational assistants

2 Counselors/ Psychologists

90% Average teacher retention rate

85% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ENGLISH LANGUAGE ARTS	MATHEMATICS
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	78%	30%	10%
Black/African American	45%	11%	<5%
Hispanic/Latino	37%	10%	<5%
Multiracial	48%	<5%	<5%
Native Hawaiian/Pacific Islander	55%	<10 students or data unavailable	<10 students or data unavailable
White	34%	22%	6%
Free/Reduced Price Lunch	41%	13%	<5%
Ever English Learner	45%	11%	<5%
Students with Disabilities	36%	7%	11%
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	13%	20%	10%
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	42%	15%	<5%
Male	40%	11%	5%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in PBIS (Positive Behavior Interventions & Support). This program works with students, our counselor, school staff, and parents on a case-by-case basis to address conflict between students and to provide counseling for harassment. We also use a program called Kimochis in order to address the social and emotional needs of all students.
We have yearly training and discussion opportunities to help staff recognize bullying and harassment and provide strategies for intervention.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities and a number of after school clubs:
- Kindergarten Counts
- Early Kindergarten Transition Initiative
- SUN After School and Summer School Programs
- Garden Gardens and Community Garden
- Soccer Team/Community Cup
- SUN sponsored basketball camp
- Certified Green School with a Green Team
- Student Leadership

PARENT ENGAGEMENT

Our school strives to engage all of our parents by providing language supports for parents where English is their second language. Our school hosts a monthly Books and Breakfast with the principal. The monthly coffee hour gives parents the opportunity to ask questions, voice concerns, and stay up-to-date with our school. Other engagement opportunities:
- Family dances sponsored by Davis Parent Group
- Book Mobile
- Fun Run
- Weekly Parent English Classes
- Family Nights including OMSI Night, Literacy Night, Math Night, Kimochis Night
- Culturally Specific Family Nights including Hispanic Heritage Night and Black History Month Night

COMMUNITY ENGAGEMENT

We partner with local business to provide students with learning opportunities in connection with our community:
- SUN After School/Summer Program
- PBIS and Character Trait Assemblies
- Growing Gardens Community Partnership
- All Hands Raised Kindergarten Transition-preschool to kindergarten
- Experience Corp Volunteers
- Every Child a Reader program in partnership with the Multnomah County Library
- Juntos Aprendemos
- Family Coach
- Trillium School Based Therapist
- Rockwood Promise Neighborhood

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Fairview Elementary School

PRINCIPAL: Lisa McDonald | GRADES: K-5 | 225 Main St, Fairview 97024 | 503-667-2954

2021-22

Students We Serve

304
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native		
	Students	1%
	Teachers	4%
Asian		
	Students	2%
	Teachers	0%
Black/African American		
	Students	7%
	Teachers	0%
Hispanic/Latino		
	Students	39%
	Teachers	0%
Multiracial		
	Students	8%
	Teachers	0%
Native Hawaiian/Pacific Islander		
	Students	1%
	Teachers	0%
White		
	Students	41%
	Teachers	96%

25% Ever English Learners

12 Languages Spoken

25% Students with Disabilities

93% Required Childhood Vaccinations

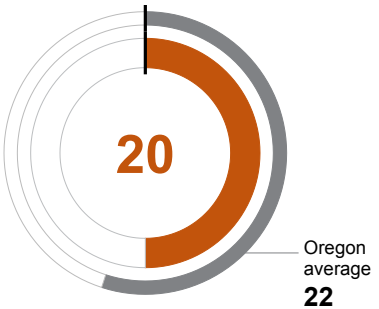
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

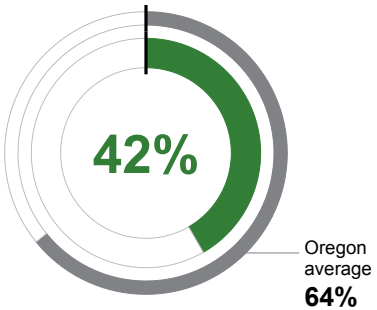
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

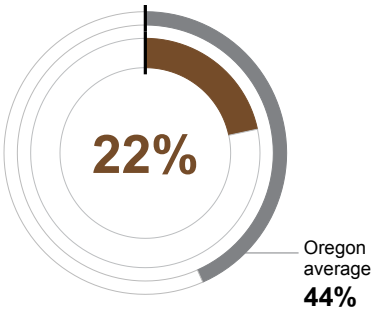
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

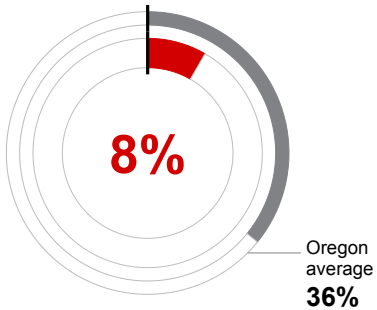
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



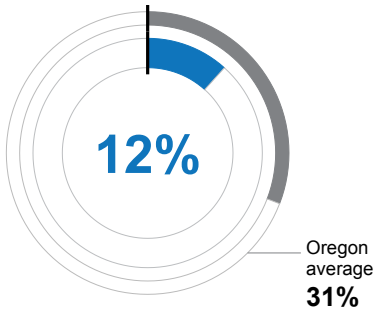
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



58

School Goals

As a Fairview Community our mission is to: build Perseverance; nurture Relationships; demonstrate Integrity; Dare to take scholarly risks; and strive for Excellence always. Our focus developing these PRIDE traits promotes academic and social-emotional growth. One of the indicators of our commitment to excellence in academics is demonstrated in our significant increase in individual student progress.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by including bilingual staff in our school office. All communication sent home through mail, phone, or text is translated for easy access. Interpreters are provided for parent conferences and other school meetings where parents are present. Success requires regular attendance. We work with students and their parents to inform them of the importance of regular attendance. Due to this work, we have seen the attendance rate for our school increase over the last year.

School Website: www.reynolds.k12.or.us/fairview Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Fairview Elementary School

2021-22

Our Staff (rounded FTE)

22 Teachers

4 Educational assistants

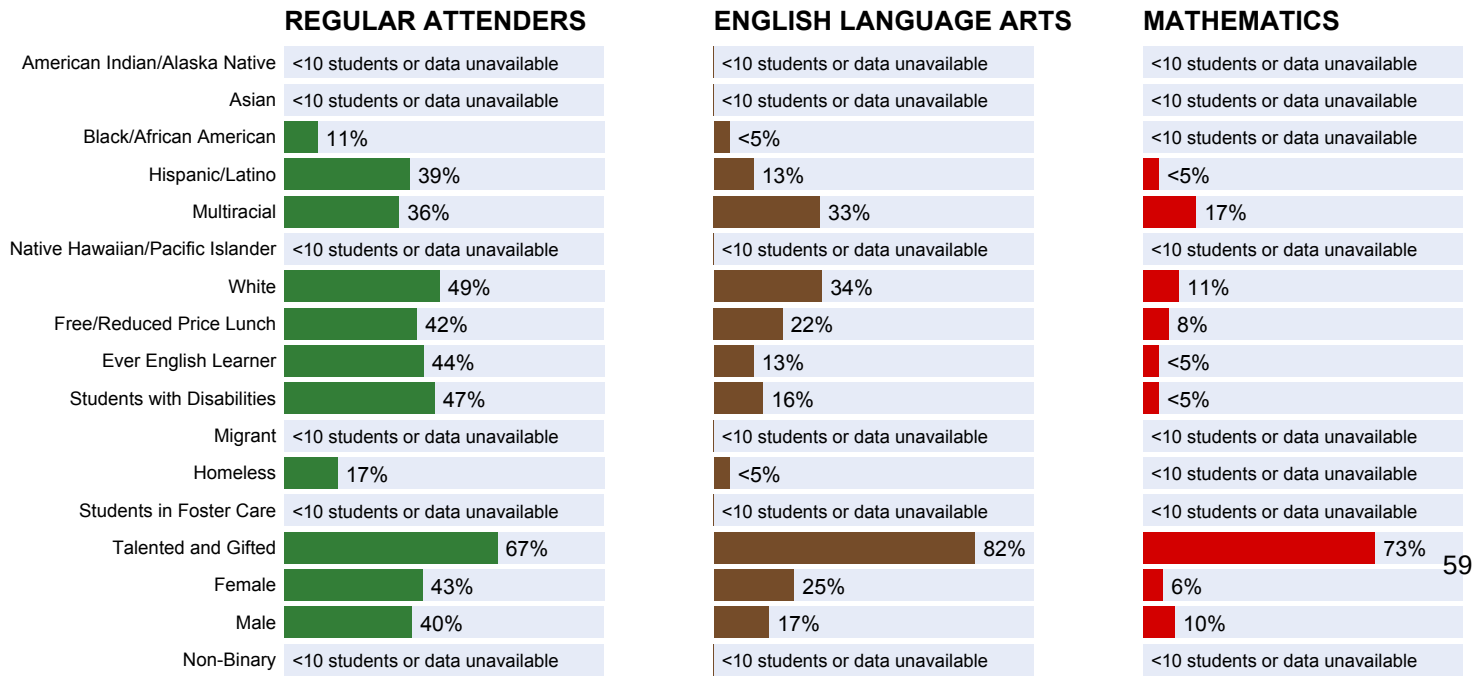
2 Counselors/ Psychologists

93% Average teacher retention rate

96% % of licensed teachers with more than 3 years of experience

No Same principal in the last 3 years

Outcomes



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About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all students, our school participates in PBIS (Positive Behavior Interventions & Support).We also provide Restorative Justice Services through our counselor and restorative justice specialist. Restorative conversations, mediation and/or community circles are planned on a case-by-case basis to address conflict between students or between students & adults. In this way we do more than just impose consequences for inappropriate behavior; we also see these behaviors as powerful opportunities for learning and personal growth.

EXTRACURRICULAR ACTIVITIES

Our school offers academic focused extracurricular activities, as well as a number of after school clubs:

· SUN Community School support through Metropolitan Family Services
· Student Leadership Council
· Peer Conflict Mediator program
· SOLVE watershed restoration initiative
· Ready-Set-Go Preschool program
· Lego Robotics
· Sports clubs for 1st-5th grades
· Business management for 4th & 5th grades through Student Store

PARENT ENGAGEMENT

Our school strives to engage all of our parents by providing language supports for parents where English is their second language. Our school also organizes a variety of fun evening events designed to help parents give academic support at home. This year our school is piloting a parent communication tool called POSSIP. POSSIP is an online app that allows parents to give feedback to the school on a weekly basis by sending a quick, 4-question survey every Friday. We will also continue to host a monthly coffee hour with the principal. The monthly coffee hour gives parents the opportunity to ask questions, voice concerns, and stay up-to-date with our school. Visit the school website to find the coffee hour calendar and join the conversation.

COMMUNITY ENGAGEMENT

We partner with local business to provide students with learning opportunities in connection with our community:

· Smith Presbyterian Church
· SOLVE
· Fairview Elementary Parent Association
· Metropolitan Family Services
· Trillium Family Services
· Police and Fire Department

Each year we hold our winter coat and food drive to connect our students and community by working together to collect winter clothes and nonperishable food for families in need.

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Glenfair Elementary School

PRINCIPAL: John Dixon | GRADES: K-5 | 15300 NE Glisan St, Portland 97230 | 503-491-2720

2021-22

Students We Serve

414
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	1%
Teachers	0%
Asian	
Students	8%
Teachers	6%
Black/African American	
Students	21%
Teachers	0%
Hispanic/Latino	
Students	40%
Teachers	6%
Multiracial	
Students	9%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	5%
Teachers	0%
White	
Students	16%
Teachers	88%

42% Ever English Learners

30 Languages Spoken

13% Students with Disabilities

94% Required Childhood Vaccinations

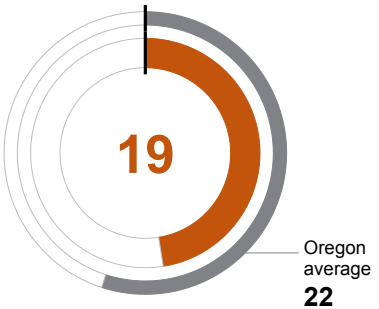
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

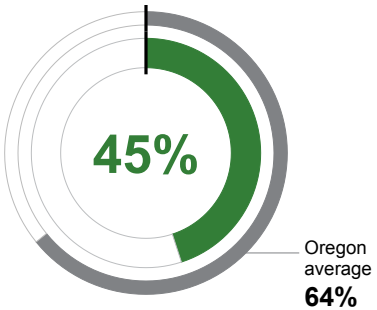
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

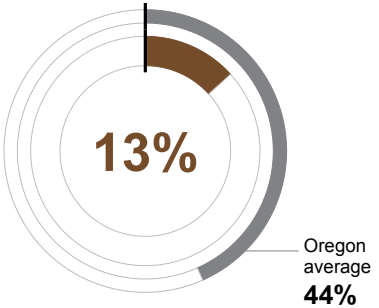
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

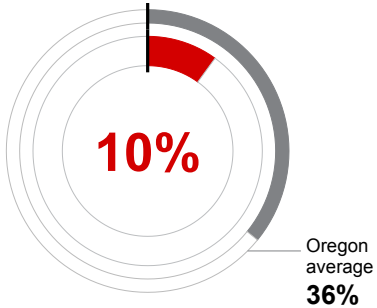
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



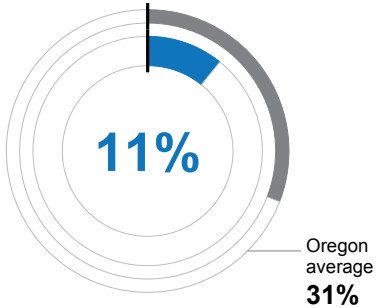
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



60

School Goals

Glenfair is on the rise. As recipients of a School Improvement Grant, we expanded our readiness and academic programming. We are proud of the hard work and dedication of the Glenfair staff and students and will continue to gain momentum in our student academic outcomes and positive school culture.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by including bilingual staff in our school office. All communication sent home through mail, phone, or text is translated for easy access. Interpreters are provided for parent conferences and other school meetings where parents are present.
We also engage in restorative justice practices and Playworks to ensure a safe and fun recess for all.

School Website: www.reynolds.k12.or.us/glenfair Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Glenfair Elementary School

2021-22

Our Staff (rounded FTE)

28 Teachers

3 Educational assistants

2 Counselors/ Psychologists

84% Average teacher retention rate

80% % of licensed teachers with more than 3 years of experience

No Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ENGLISH LANGUAGE ARTS	MATHEMATICS
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	72%	8%	25%
Black/African American	49%	6%	6%
Hispanic/Latino	46%	9%	5%
Multiracial	42%	38%	13%
Native Hawaiian/Pacific Islander	11%	18%	9%
White	40%	19%	19%
Free/Reduced Price Lunch	45%	13%	10%
Ever English Learner	55%	<5%	9%
Students with Disabilities	33%	<5%	<5%
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	14%	<10 students or data unavailable	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	67%	<10 students or data unavailable	<10 students or data unavailable
Female	49%	13%	10%
Male	41%	13%	10%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in PBIS (Positive Behavior Interventions & Support). This program works with students, our counselor, school staff, and parents on a case-by-case basis to address conflict between students and to provide counseling for harassment.
We host yearly training and discussion opportunities to help students and staff recognize bullying and harassment and provide strategies for intervention.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:
· Kindergarten transition program
· SUN After School Academy Our School has a number of after school clubs:
· SOLV watershed restoration initiative
· SUN After School Academy
Visit our school website for more details.

PARENT ENGAGEMENT

Our school strives to engage all of our parents by providing language supports for parents where English is their second language. Our school also holds a yearly literacy and math night where parents are welcome to attend. We also host parent classes in cooking, self-defense and school readiness, as well as weekly family craft and weekly art family nights.
Our plans have included expansion of parent involvement and a welcome center to address high mobility

COMMUNITY ENGAGEMENT

Nos asociamos con organizaciones de la comunidad local para ofrecer a los estudiantes oportunidades de aprendizaje en conexión con nuestra comunidad:
• Asociación All Hands Raised sobre la asistencia a la escuela
• Growing Gardens
• CAIRO
• Metropolitan Family Services
• Playworks

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Hartley Elementary School

PRINCIPAL: Jeff Pond | GRADES: K-5 | 701 NE 185th Ave, Portland 97230 | 503-665-0134

2021-22

Students We Serve

335
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	<1%
Teachers	0%
Asian	
Students	6%
Teachers	4%
Black/African American	
Students	14%
Teachers	0%
Hispanic/Latino	
Students	54%
Teachers	4%
Multiracial	
Students	11%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	2%
Teachers	0%
White	
Students	12%
Teachers	93%

47% Ever English Learners

19 Languages Spoken

14% Students with Disabilities

96% Required Childhood Vaccinations

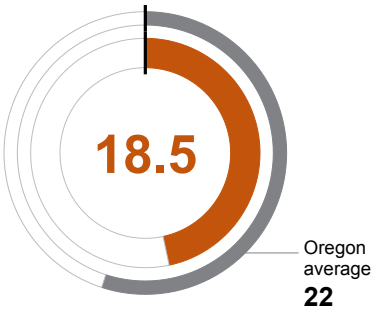
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

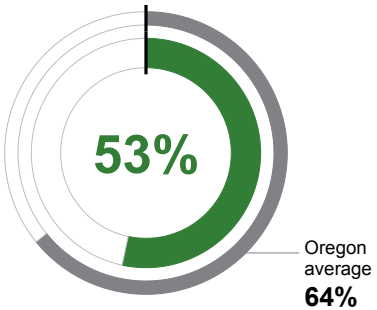
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

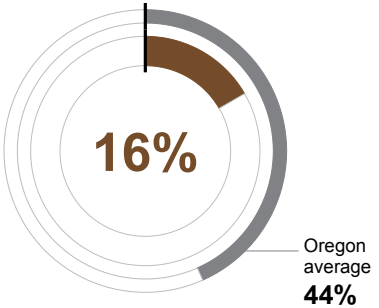
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

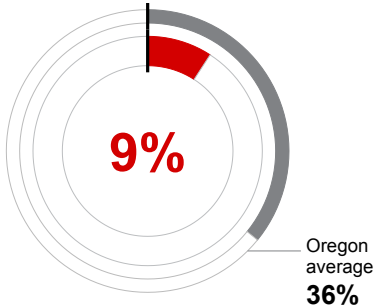
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



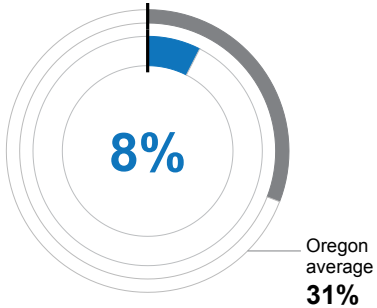
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



62

School Goals

Hartley supports increased success through our commitments to:
· Research based instructional strategies and assessments in literacy and math
· Encouragement of student selected individual reading both at school and at home
· Partnering with families and communities to support student success
· Maintaining a caring learning environment for all students

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by including bilingual staff in our school. All communication sent home through mail, phone, or text is translated for easy access. Interpreters are provided for parent conferences and other school meetings where parents are present.
We also engage in restorative justice practices to ensure a safe and fun learning environment for all.

School Website: www.reynolds.k12.or.us/hartley Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Hartley Elementary School

2021-22

Our Staff (rounded FTE)

24 Teachers

3 Educational assistants

2 Counselors/ Psychologists

88% Average teacher retention rate

80% % of licensed teachers with more than 3 years of experience

No Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ENGLISH LANGUAGE ARTS	MATHEMATICS
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	63%	18%	<5%
Black/African American	47%	12%	<5%
Hispanic/Latino	54%	17%	13%
Multiracial	34%	10%	<5%
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	76%	20%	27%
Free/Reduced Price Lunch	53%	16%	9%
Ever English Learner	50%	8%	7%
Students with Disabilities	40%	<5%	<5%
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	67%	<10 students or data unavailable	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	55%	21%	9%
Male	51%	13%	9%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in PBIS (Positive Behavior Interventions & Support). This program works with students, our counselor, school staff, and parents on a case-by-case basis to address conflict between students and to provide counseling for harassment.
We host yearly training and discussion opportunities to help students and staff recognize bullying and harassment and provide strategies for intervention.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:
· Kindergarten transition program
· SUN After School Academy
Visit our school website for more details.

PARENT ENGAGEMENT

Our school strives to engage all of our parents by providing language supports for parents where English is their second language. Our school also holds a yearly literacy and math night where parents are welcome to attend.

COMMUNITY ENGAGEMENT

We partner with local business and community partner organizations to provide students with learning opportunities in connection with our community:
· SMART partnership
· AmeriCorps support

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Hauton B Lee Middle School

PRINCIPAL: Jenna Guertin-Davis | GRADES: 6-8 | 1121 NE 172nd Ave, Portland 97230 | 503-491-2723

2021-22

Students We Serve

690
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native		
	Students	1%
	Teachers	0%
Asian		
	Students	14%
	Teachers	7%
Black/African American		
	Students	16%
	Teachers	4%
Hispanic/Latino		
	Students	41%
	Teachers	9%
Multiracial		
	Students	6%
	Teachers	2%
Native Hawaiian/Pacific Islander		
	Students	6%
	Teachers	0%
White		
	Students	15%
	Teachers	78%

61% Ever English Learners

34 Languages Spoken

17% Students with Disabilities

96% Required Childhood Vaccinations

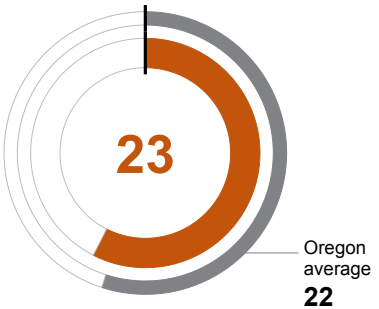
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

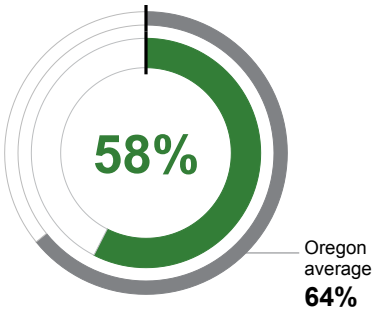
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

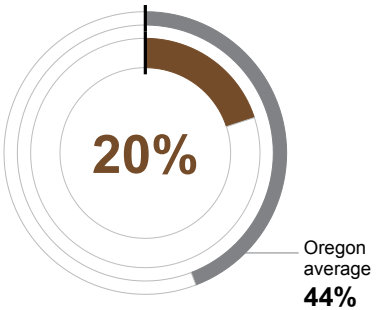
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

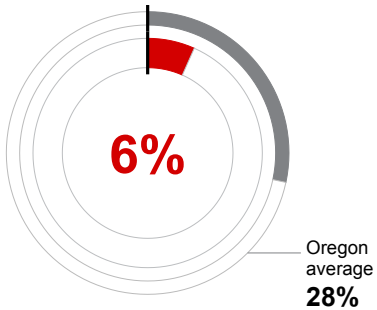
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



MATHEMATICS

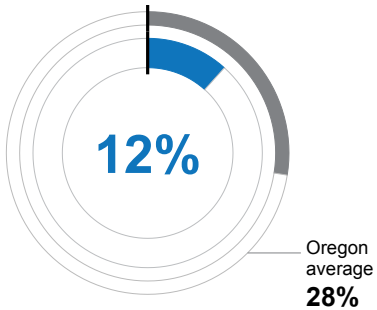
Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.

64



School Goals

Our mission is to promote a safe, secure learning environment where differences are respected and appreciated and where responsibility, independence, and academic excellence are developed and celebrated. Our motto, “Every minute counts. Every person counts” reflects he urgency with which we approach the task of educating our students.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by accessing bilingual staff for our school office. All communication sent home through mail, phone, or text is translated for easy access. Interpreters are provided for parent conferences and other school meetings where parents are present.

School Website: www.reynolds.k12.or.us/lms

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Hauton B Lee Middle School

2021-22

Our Staff (rounded FTE)

40 Teachers

7 Educational assistants

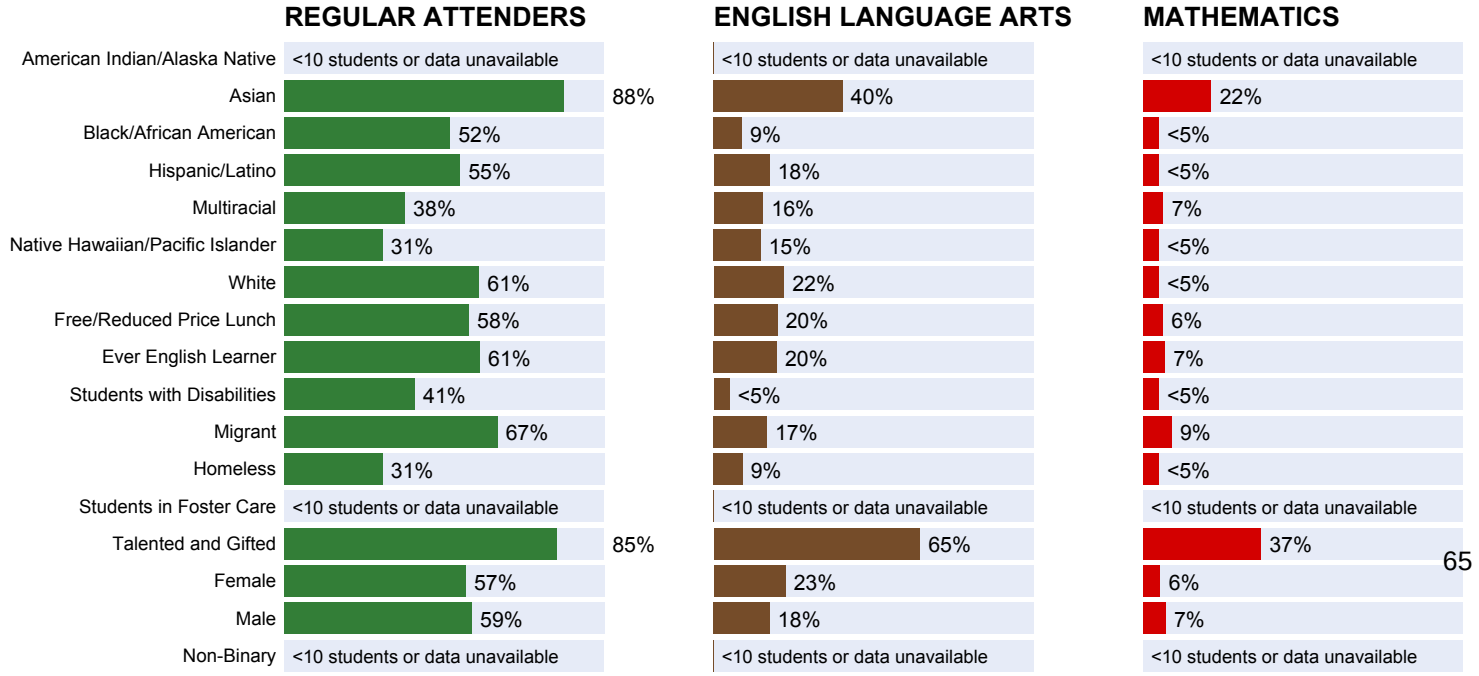
2 Counselors/ Psychologists

74% Average teacher retention rate

80% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes



65

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in PBIS (Positive Behavior Interventions & Support). This program works with students, our counselor, school staff, and parents on a case-by-case basis to address conflict between students and to provide counseling for harassment. We host yearly training and discussion opportunities to help students and staff recognize bullying and harassment and provide strategies for intervention. We provide an elective course where students learn skills for mediation and restorative conversations.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities and after school clubs including:

- 6th grade Outdoor School
- Battle of the Books
- Theater Club
- MESA/Inventor Club
- WEB Leadership
- Girls Inc.
- SUN enrichment programs such as soccer and basketball classes, video production, art, and board games
- SUN After School culturally specific support activities
- Athletics including intermural soccer, track, basketball

PARENT ENGAGEMENT

Our school strives to engage all of our parents by providing language supports for parents where English is their second language. We have an after-school SUN Program that provides services from Self-Enhancement Inc., Native American Youth and Family Center, Latino Network, Immigrant and Refugee Community Organization, Greater Than. Each of these partner organization provides monthly parent nights at H.B. Lee. Additionally, we have several events for parents each year including:

Open House
Winter Holiday Gift Exchange and Coat Drive
Future You Night
Night of the Notables
5th Grade Pancake Breakfast
8th Grade Promotion
AVID Parent Nights

COMMUNITY ENGAGEMENT

We partner with local business to provide students with learning opportunities in connection with our community:
Nadaca Nature Park
St. Aiden's Church
Each year we hold our winter coat drive to connect our students and community by working together to collect winter clothes for families in need. In last year's winter coat drive, community members came together to knit over 100 wool hats and mittens.

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Margaret Scott Elementary School

PRINCIPAL: Michelle Leishman | GRADES: K-5 | 14700 NE Sacramento St, Portland 97230 | 503-491-2721

2021-22

Students We Serve

362
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	1%
Teachers	0%
Asian	
Students	14%
Teachers	8%
Black/African American	
Students	21%
Teachers	8%
Hispanic/Latino	
Students	28%
Teachers	4%
Multiracial	
Students	12%
Teachers	8%
Native Hawaiian/Pacific Islander	
Students	4%
Teachers	0%
White	
Students	21%
Teachers	72%

36% Ever English Learners

27 Languages Spoken

17% Students with Disabilities

93% Required Childhood Vaccinations

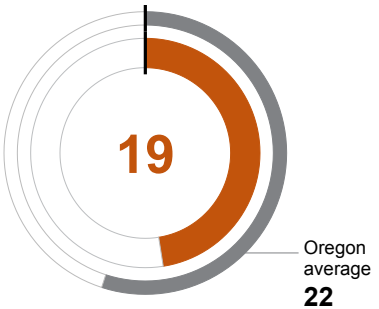
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

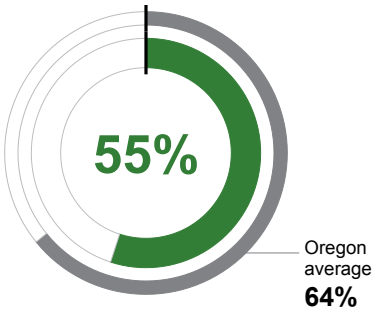
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

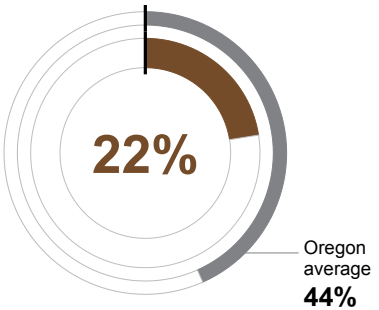
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

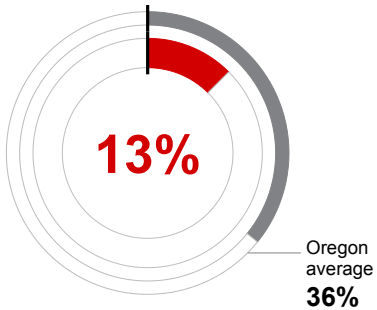
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



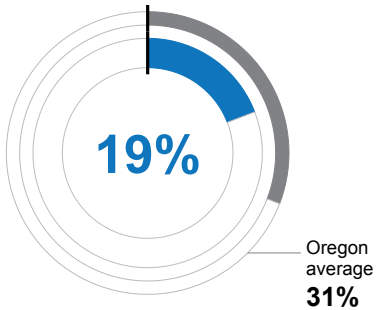
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



66

School Goals

Margaret Scott's mission is to create scholars who can grow their minds, give their personal best, and show care and concern for others.
We continue our work with our School Improvement Grant by increasing learning time, supporting our students and families with community resources, and keeping our instruction intentional and focused

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by including bilingual staff in our school. All communication sent home through mail, phone, or text is translated for easy access. Interpreters are provided for parent conferences and other school meetings where parents are present.
We also engage in restorative justice practices and all staff coach students in social-emotional skills to ensure a safe learning environment for all

School Website: www.reynolds.k12.or.us/scott

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Margaret Scott Elementary School

2021-22

Our Staff (rounded FTE)

23 Teachers

2 Educational assistants

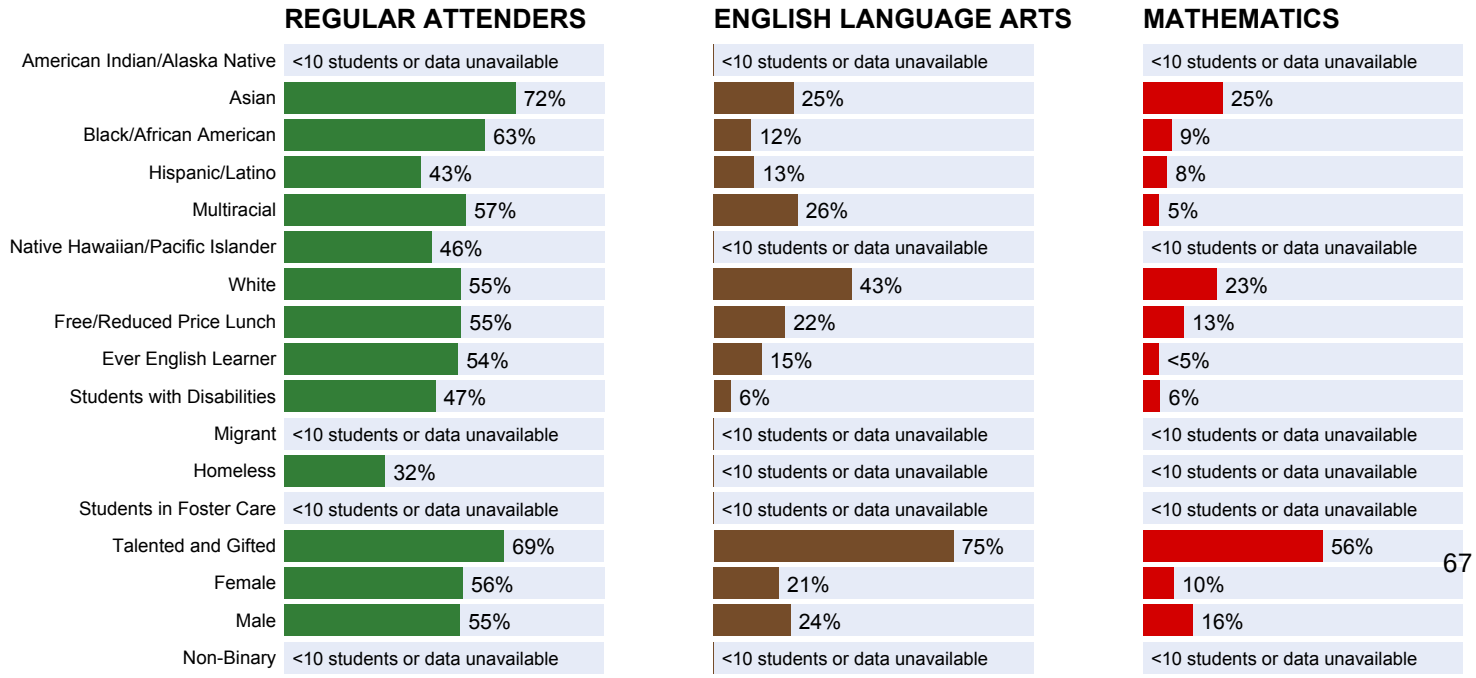
<1 Counselors/ Psychologists

80% Average teacher retention rate

75% % of licensed teachers with more than 3 years of experience

No Same principal in the last 3 years

Outcomes



About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in PBIS (Positive Behavior Interventions & Support). This program works with students, our counselor, school staff, and parents on a case-by-case basis to address conflict between students and to provide counseling for harassment. We host yearly training and discussion opportunities to help students and staff recognize bullying and harassment and provide strategies for intervention.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:
· Kindergarten transition program
· SUN program by the Boys and Girls Club of Portland
Visit our school website for more details.

PARENT ENGAGEMENT

Our school strives to engage all of our parents by providing language supports to enable families to fully engage in a Home-School partnership. All are invited to annual learning events, community activities, and the parent club (BOOSTER) events.

COMMUNITY ENGAGEMENT

We partner with local business and community partner organizations. These include literacy connections, family resources and field trips:
· SMART partnership
· STARbase
· Zenger Farms
· Snyder Builds
· Boys and Girls Club of Portland
· Career Fair

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

OREGON DEPARTMENT OF EDUCATION

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OREGON AT-A-GLANCE SCHOOL PROFILE

Reynolds High School

PRINCIPAL: Wade Bakely | GRADES: 9-12 | 1698 SW Cherry Park Rd, Troutdale 97060 | 503-667-3186

2021-22

Students We Serve

2,269
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native		
	Students	1%
	Teachers	0%
Asian		
	Students	9%
	Teachers	1%
Black/African American		
	Students	8%
	Teachers	3%
Hispanic/Latino		
	Students	48%
	Teachers	1%
Multiracial		
	Students	6%
	Teachers	2%
Native Hawaiian/Pacific Islander		
	Students	3%
	Teachers	0%
White		
	Students	26%
	Teachers	92%

56% Ever English Learners

54 Languages Spoken

13% Students with Disabilities

96% Required Childhood Vaccinations

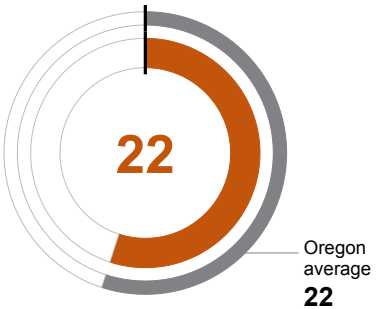
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

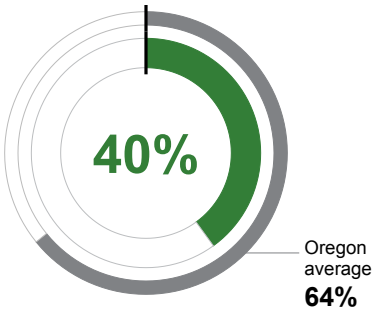
CLASS SIZE

Median size of classes in core subjects.



REGULAR ATTENDERS

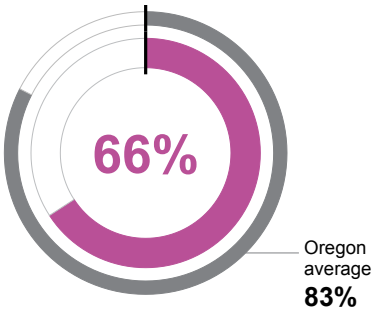
Students who attended more than 90% of their enrolled school days.



Academic Progress

ON-TRACK TO GRADUATE

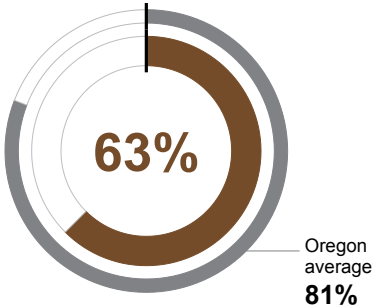
Students earning one-quarter of graduation credits in their 9th grade year.



Academic Success

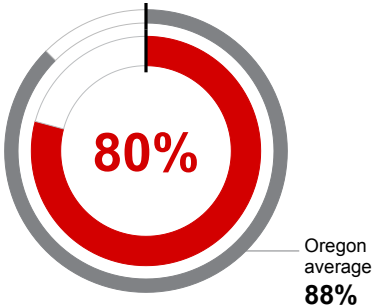
ON-TIME GRADUATION

*Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2017-18 graduating in **2020-21**.*



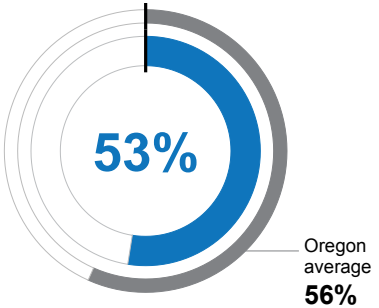
FIVE-YEAR COMPLETION

*Students earning a high school diploma or GED within five years. Cohort Includes students who were first-time ninth graders in 2016-17 finishing in **2020-21**.*



COLLEGE GOING

*Students enrolling in a two or four year college within 16 months of completing high school in **2019-20**. Data from the National Student Clearinghouse.*



School Goals

Our graduation rate has shown a steady rise over the past several years and our freshman on-track rate gives us hope that this trend will continue. Key groups of focus are improving in both on-track and graduation ratings. Our areas of focus will continue to concentrate on groups within the school population who have traditionally struggled to graduate. Key interventions within the school as well as the addition of freshman interventions should bolster our gains within our focus groups as well as the school-at-large

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by accessing bilingual staff for our school office. All communication sent home through mail, phone, or text is translated for easy access. Interpreters are provided for parent conferences and other school meetings where parents are present.

School Website: www.reynolds.k12.or.us/rhs

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Reynolds High School

2021-22

Our Staff (rounded FTE)

117 Teachers

15 Educational assistants

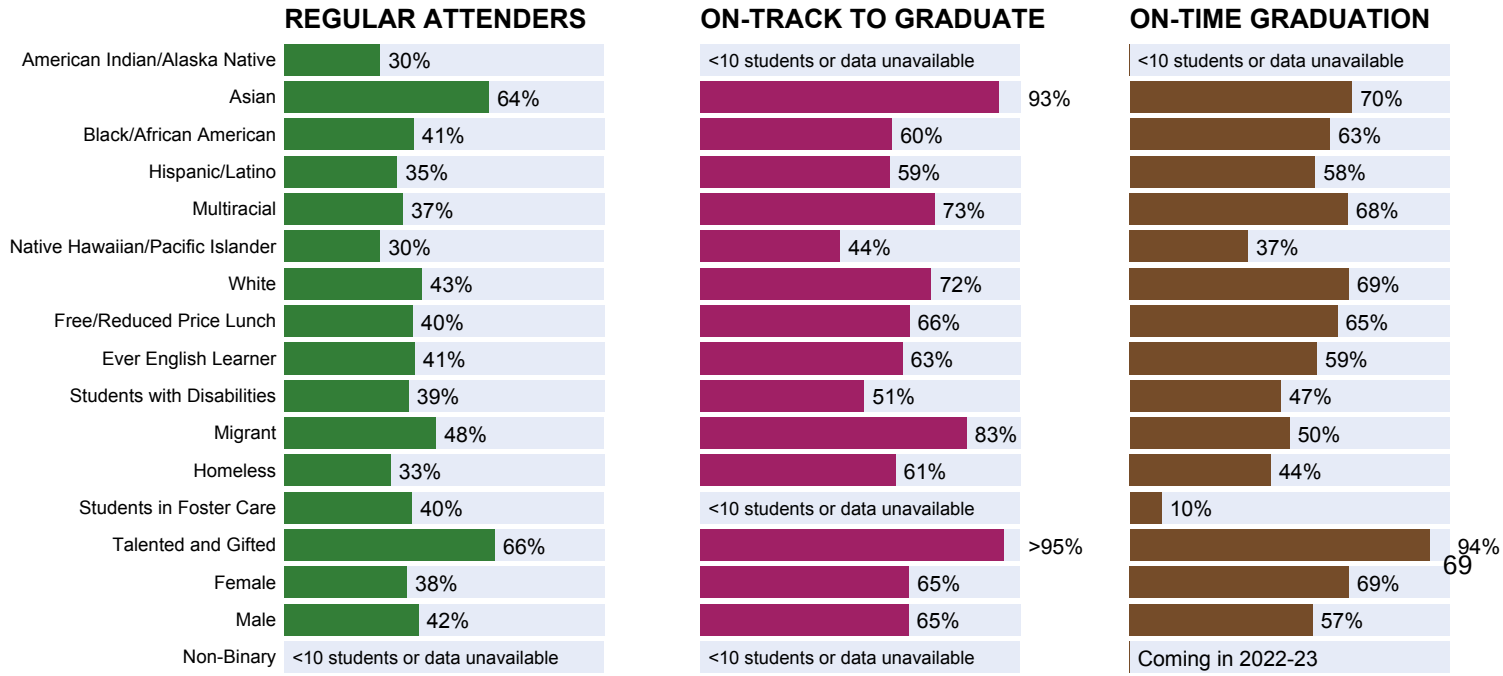
11 Counselors/ Psychologists

88% Average teacher retention rate

81% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes



About Our School

ADVANCED COURSEWORK

Our school offers 9 different Advanced Placement (AP) courses. Highlights include: · Biology, Language/Composition, Calculus, Statistics, Environmental Science, US History, US Government, European History, Music Theory, Spanish, Biology Our School offers a number of advanced language courses: · Spanish, Japanese, French
We also offer dual-enrollment courses through the local community college. Highlights include:
· Biology, Language/Composition, Algebra, Calculus, US History, US Government, World History, Graphic Arts, Spanish, French, Japanese, Catering & Hospitality, Early Childhood

CAREER & TECHNICAL EDUCATION

Our students have the option of enrolling in a variety of CTE courses where students can earn dual credit and receive special recognition at graduation:
· Automotive
· Business Management
· Computer Science
· Culinary Arts
· Early Childhood Education
· Graphics
· Metals
· Woods

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:
• ASB (Associated Student Body)
• Student Government
• 16 Interscholastic Sports
• 19 Academic Clubs
• 3 Drama/Play productions
• 6 Service Clubs
• Spring Break Carnival
• Civic clubs
Visit our school website for more details

PARENT & COMMUNITY ENGAGEMENT

Our school engages our parents and community by hosting a variety of events intended for parents and community members to attend:
· Open House
· Freshman Orientation
· Homecoming
· Living History Day
· Parent Booster Club ·
Community partrnerships with over 30 agencies

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Reynolds Learning Academy

PRINCIPAL: Aaron Ferguson | GRADES: 7-12 | 20234 NE Halsey Street, Fairview 97024 | 503-667-4673

2021-22

Students We Serve

228
Student Enrollment

DEMOGRAPHICS

	Students	Teachers
American Indian/Alaska Native	2%	0%
Asian	2%	0%
Black/African American	14%	5%
Hispanic/Latino	52%	10%
Multiracial	7%	5%
Native Hawaiian/Pacific Islander	2%	0%
White	21%	81%

42% Ever English Learners

13 Languages Spoken

21% Students with Disabilities

100% Required Childhood Vaccinations

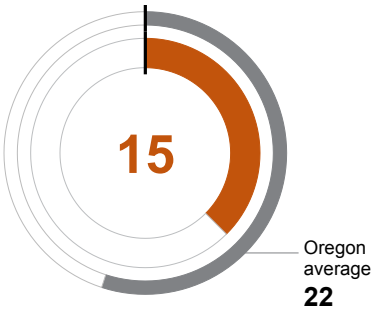
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

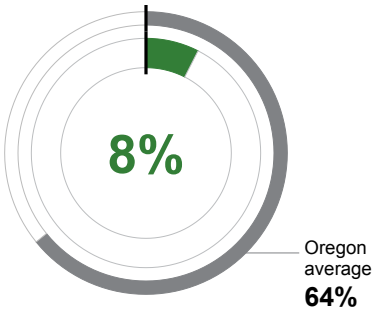
CLASS SIZE

Median size of classes in core subjects.



REGULAR ATTENDERS

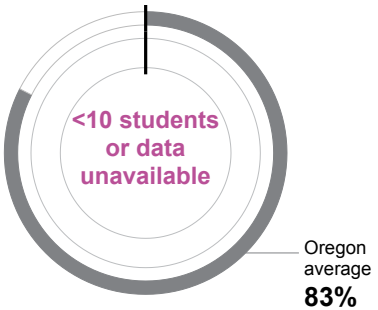
Students who attended more than 90% of their enrolled school days.



Academic Progress

ON-TRACK TO GRADUATE

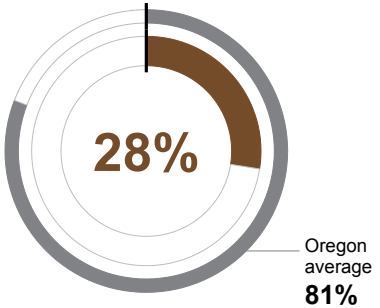
Students earning one-quarter of graduation credits in their 9th grade year.



Academic Success

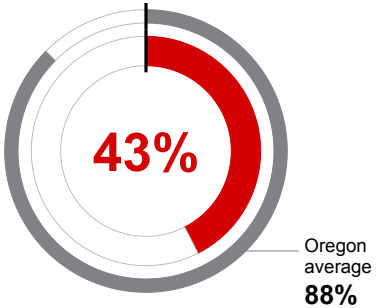
ON-TIME GRADUATION

*Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2017-18 graduating in **2020-21**.*



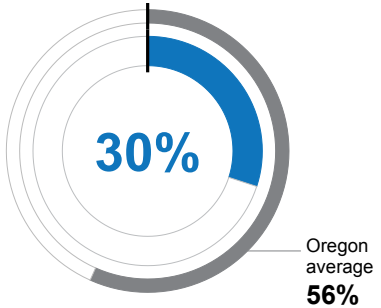
FIVE-YEAR COMPLETION

*Students earning a high school diploma or GED within five years. Cohort Includes students who were first-time ninth graders in 2016-17 finishing in **2020-21**.*



COLLEGE GOING

*Students enrolling in a two or four year college within 16 months of completing high school in **2019-20**. Data from the National Student Clearinghouse.*



School Goals

Reynolds Learning Academy, an alternative high school, is devoted to helping every student we serve to be an intelligent, well informed and pragmatic graduate who is prepared to succeed in whatever endeavor he or she may choose. We strive to understand who our students are as individuals and structure our program to best meet their needs.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by accessing bilingual staff for our school office. All communication sent home through mail, phone, or text is translated for easy access. Interpreters are provided for parent conferences and other school meetings where parents are present.

School Website: www.reynolds.k12.or.us/rla

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Reynolds Learning Academy

2021-22

Our Staff (rounded FTE)

18 Teachers

7 Educational assistants

2 Counselors/ Psychologists

82% Average teacher retention rate

78% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ON-TRACK TO GRADUATE	ON-TIME GRADUATION
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Black/African American	24%	<10 students or data unavailable	17%
Hispanic/Latino	6%	<10 students or data unavailable	33%
Multiracial	<5%	<10 students or data unavailable	<10 students or data unavailable
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	6%	<10 students or data unavailable	26%
Free/Reduced Price Lunch	8%	<10 students or data unavailable	29%
Ever English Learner	<5%	<10 students or data unavailable	29%
Students with Disabilities	16%	<10 students or data unavailable	35%
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	6%	<10 students or data unavailable	10%
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	<5%	<10 students or data unavailable	32%
Male	10%	<10 students or data unavailable	25%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	Coming in 2022-23

About Our School

ADVANCED COURSEWORK

Our school offers opportunities to take Advanced Placement courses at Reynolds High School.
RLA students have the opportunity to enroll in the Mt Hood Community College Middle College Program, earning high school and college credit

CAREER & TECHNICAL EDUCATION

Our students have the option of accessing a variety of specialized courses where students can earn dual credit and receive special recognition at graduation:
· MYC and Trades Program
· College & Career Readiness Credit
· Job Placement Assistance
· Work Experience Credit

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:
· Phoenix Program
· RLA Sports Teams in volleyball, basketball and soccer
· Shakespeare Club trip to Ashland
· C.R.A.I.G. Award Activities
· After School Reading and Math tutoring

PARENT & COMMUNITY ENGAGEMENT

Our school strives to engage all of our parents by providing language supports for parents where English is their second language. All RLA staff, including our bilingual Engagement Liaison, are available to work individually with families to support our students in having strong attendance and academic achievement.

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Reynolds Middle School

PRINCIPAL: Shelly Hamness | GRADES: 6-8 | 1200 NE 201st Ave, Fairview 97024 | 503-665-8166

2021-22

Students We Serve

862
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	1%
Teachers	0%
Asian	
Students	4%
Teachers	0%
Black/African American	
Students	11%
Teachers	4%
Hispanic/Latino	
Students	58%
Teachers	5%
Multiracial	
Students	6%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	3%
Teachers	0%
White	
Students	18%
Teachers	91%

60% Ever English Learners

37 Languages Spoken

18% Students with Disabilities

93% Required Childhood Vaccinations

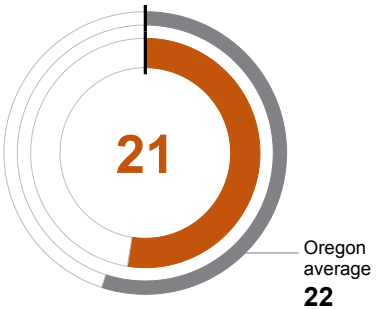
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

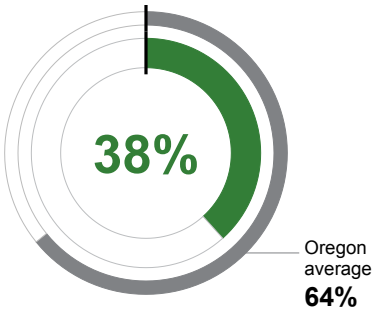
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

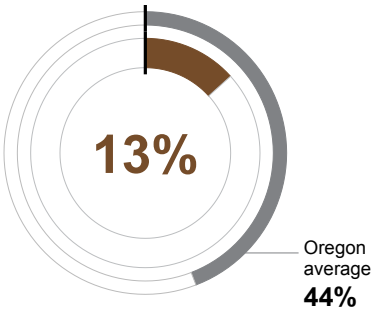
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

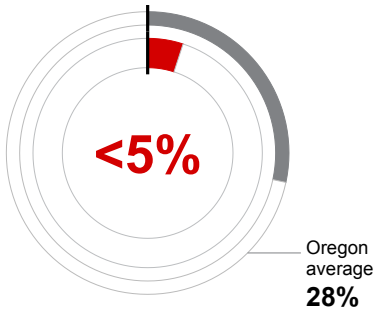
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



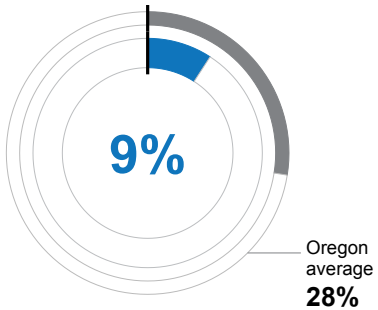
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



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School Goals

As a Reynolds Middle School community our mission is: The RMS Family is built on relationships. We foster growth through collaborative, culturally-rich, relevant, and challenging instruction. We promote passionate learning to inspire productive members of humanity who positively contribute to a changing world. Similarly, our vision is: "The RMS Family will learn and grow as productive members of humanity by celebrating and building upon the richness of our community." Moreover, we are committed to meeting students where they are, academically as well as socially and emotionally.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

We strive to ensure our community feels welcome by providing bilingual staff in our school office. We provide interpreters for all school meetings where parents are present. To ensure a safe, secure learning environment for all students, we participate in PBIS. We also engage in Restorative Practice through daily Foundations lessons. Rather than just imposing consequences for inappropriate behavior, we see such situations as powerful opportunities for learning and personal growth.

School Website: www.reynolds.k12.or.us/rms

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED
Reynolds Middle School

2021-22

Our Staff (rounded FTE)

49 Teachers

11 Educational assistants

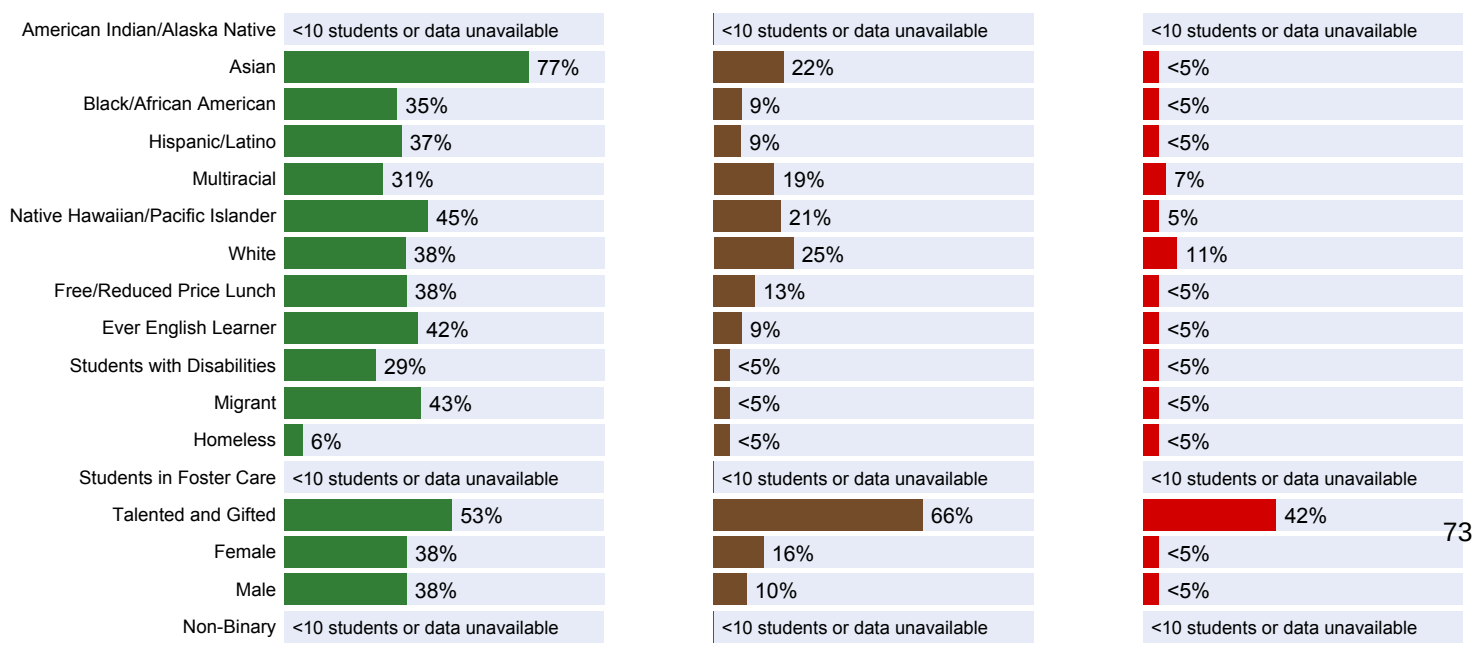
3 Counselors/ Psychologists

86% Average teacher retention rate

80% % of licensed teachers with more than 3 years of experience

No Same principal in the last 3 years

Outcomes



About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in PBIS (Positive Behavior Interventions & Support). This program works with students, our counselor, school staff, and parents on a case-by-case basis to address conflict between students and to provide counseling for harassment.

We host yearly training and discussion opportunities to help staff recognize bullying and harassment and provide strategies for intervention.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:

· Theatre
· RSD Sports Teams in soccer and track and field
· WEB (Where Everybody Belongs) student leadership program
· Band, Orchestra, Choir and Theatre
· Lego Robotics
· Project Lead The Way
· SUN After School Reading and Math tutoring

PARENT ENGAGEMENT

Our school strives to engage all of our parents by providing language supports for parents where English is their second language. Our school also holds a yearly literacy and math night where parents are welcome to attend. Monthly parent group meetings are dedicated to high-interest academic topics chosen by our parents.

COMMUNITY ENGAGEMENT

We partner with local business to provide students with learning opportunities in connection with our community:

· Community Clothes Closet
· Friday Food Pantry
· Schools Uniting Neighborhoods
· Latino Network Parent Leadership Forum

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Salish Ponds Elementary School

PRINCIPAL: Rebecca Jones | GRADES: K-5 | 1210 NE 201st Ave, Fairview 97024 | 503-492-7260

2021-22

Students We Serve

321
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native		
	Students	0%
	Teachers	0%
Asian		
	Students	4%
	Teachers	10%
Black/African American		
	Students	6%
	Teachers	0%
Hispanic/Latino		
	Students	59%
	Teachers	3%
Multiracial		
	Students	6%
	Teachers	0%
Native Hawaiian/Pacific Islander		
	Students	4%
	Teachers	0%
White		
	Students	21%
	Teachers	86%

43% Ever English Learners

16 Languages Spoken

17% Students with Disabilities

95% Required Childhood Vaccinations

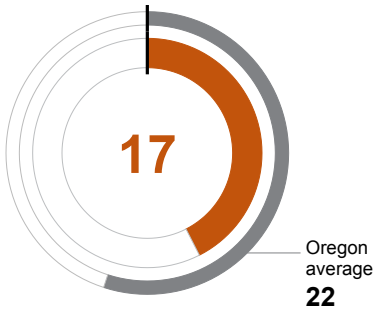
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

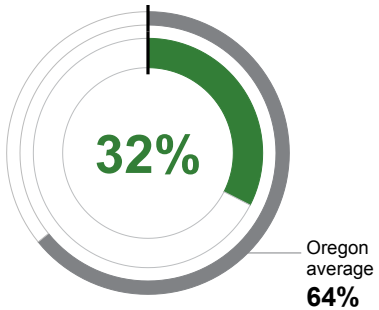
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

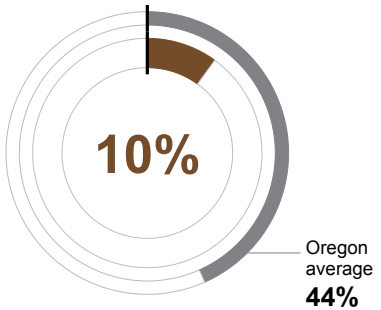
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

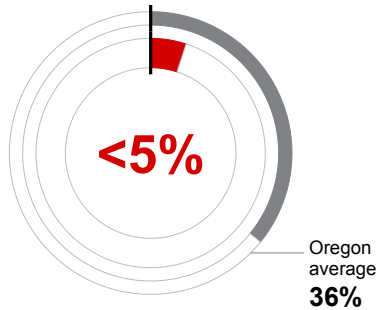
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



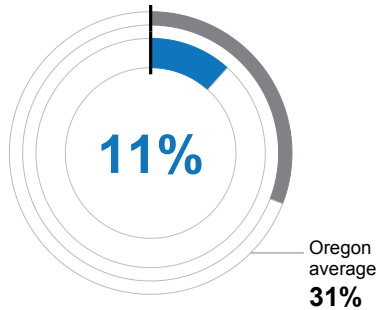
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



74

School Goals

The mission of Salish Ponds Elementary School is to foster a collaborative community that champions rigorous academics and thoughtful citizenship to inspire each and every student toward a future of endless possibilities. Our goals are to promote high levels of student achievement, to engage our school community through effective communication and collaboration, to remove all possible barriers to success for all students, and finally to gain, and retain community trust by managing our resources responsibly.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure that all students and their families feel welcome, and accessible. To that end, we have bilingual staff members within our school, daily. All communication sent home through the mail, phone, or text is translated.

We are committed to creating and sustaining a positive school culture and climate that promotes inclusion and care for all. We are driven by our strong belief that all students should feel that school is a place that is safe physically, emotionally and intellectually.

School Website: www.reynolds.k12.or.us/salish

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Salish Ponds Elementary School

2021-22

Our Staff (rounded FTE)

25 Teachers

2 Educational assistants

2 Counselors/ Psychologists

86% Average teacher retention rate

88% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ENGLISH LANGUAGE ARTS	MATHEMATICS
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	27%	<10 students or data unavailable	<10 students or data unavailable
Black/African American	25%	<10 students or data unavailable	<10 students or data unavailable
Hispanic/Latino	34%	12%	<5%
Multiracial	37%	<10 students or data unavailable	<10 students or data unavailable
Native Hawaiian/Pacific Islander	30%	<10 students or data unavailable	<10 students or data unavailable
White	28%	9%	9%
Free/Reduced Price Lunch	32%	10%	<5%
Ever English Learner	34%	9%	<5%
Students with Disabilities	19%	11%	6%
Migrant	42%	20%	<5%
Homeless	46%	<10 students or data unavailable	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	31%	13%	6%
Male	34%	8%	<5%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To insure our students are, and feel safe at school, we regularly practice safety response protocols, so our students know what to do in emergencies such as fires, disasters, or unsafe intruders on campus. Our students are provided daily skills building and positive social skills. Each classroom regularly engages in restorative circles where community building activities are promoted. Students are taught the importance of kindness, and how to report and respond to unkind behaviors they may experience or witness.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic and enrichment focused activities for all students:

•Early Kindergarten Transition Program through MFS
• SUN After School Academy
• Chess For Success
• Oregon Battle Of The Books
• Soccer through SUN

PARENT ENGAGEMENT

We are highly committed to providing our families a welcoming and engaging school community. Our goal is that all of our student's families and caregivers are full participants in our efforts to improve our school. We also provide monthly sponsored events to foster family leadership and we offer classes that are relevant to the needs of our community. We provide and welcome our families to volunteer at the school and at regular events.

COMMUNITY ENGAGEMENT

Through our partnership with Metropolitan Family Services, we work together with many local businesses and organizations, to expand our reach to meeting the needs of our community. We provide access to food, clothing and other needed resources for our community.

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Sweetbriar Elementary School

PRINCIPAL: Marie Marianiello | GRADES: K-5 | 501 SE Sweetbriar Ln, Troutdale 97060 | 503-666-9441

2021-22

Students We Serve

261
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native		
	Students	1%
	Teachers	0%
Asian		
	Students	6%
	Teachers	0%
Black/African American		
	Students	2%
	Teachers	0%
Hispanic/Latino		
	Students	28%
	Teachers	6%
Multiracial		
	Students	8%
	Teachers	0%
Native Hawaiian/Pacific Islander		
	Students	2%
	Teachers	0%
White		
	Students	53%
	Teachers	94%

16% Ever English Learners

12 Languages Spoken

15% Students with Disabilities

95% Required Childhood Vaccinations

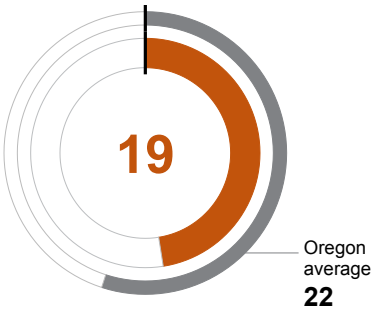
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

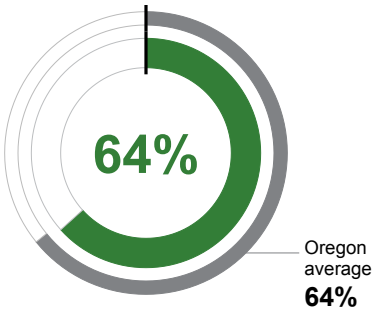
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

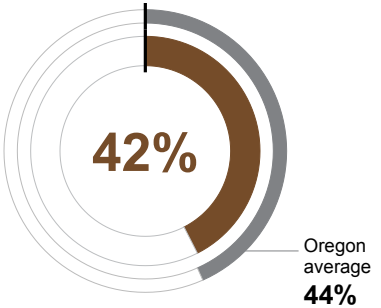
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

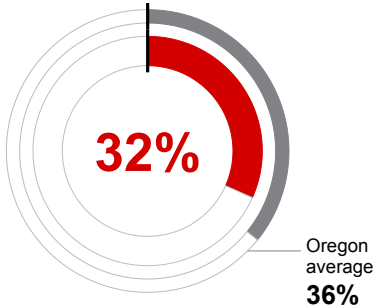
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



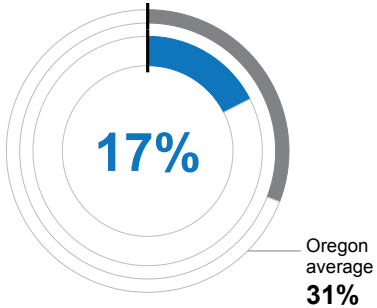
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



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School Goals

We build strong connections with one another, we value listening, and our differences are assets that make our community stronger. Through intentional and practical application of these core values we have increased student satisfaction with their school experience and reduced disciplinary action. One of the indicators of our commitment to excellence in academics is demonstrated in our significant increase in individual student progress. Our goal is to ensure that every student is ready for the next grade level of education.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

School climate is seen in everything we do, from what we hang on the walls, to how we communicate agreements and norms, to how we provide access to both families and students, and everything in between. We believe it is important that students see themselves represented in the school and that their voices are heard. Examples include: Community circles, student led announcements, student voice team, student surveys, and adult and peer recognition

School Website: www.reynolds.k12.or.us/sweetbriar Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Sweetbriar Elementary School

2021-22

Our Staff (rounded FTE)

16 Teachers

2 Educational assistants

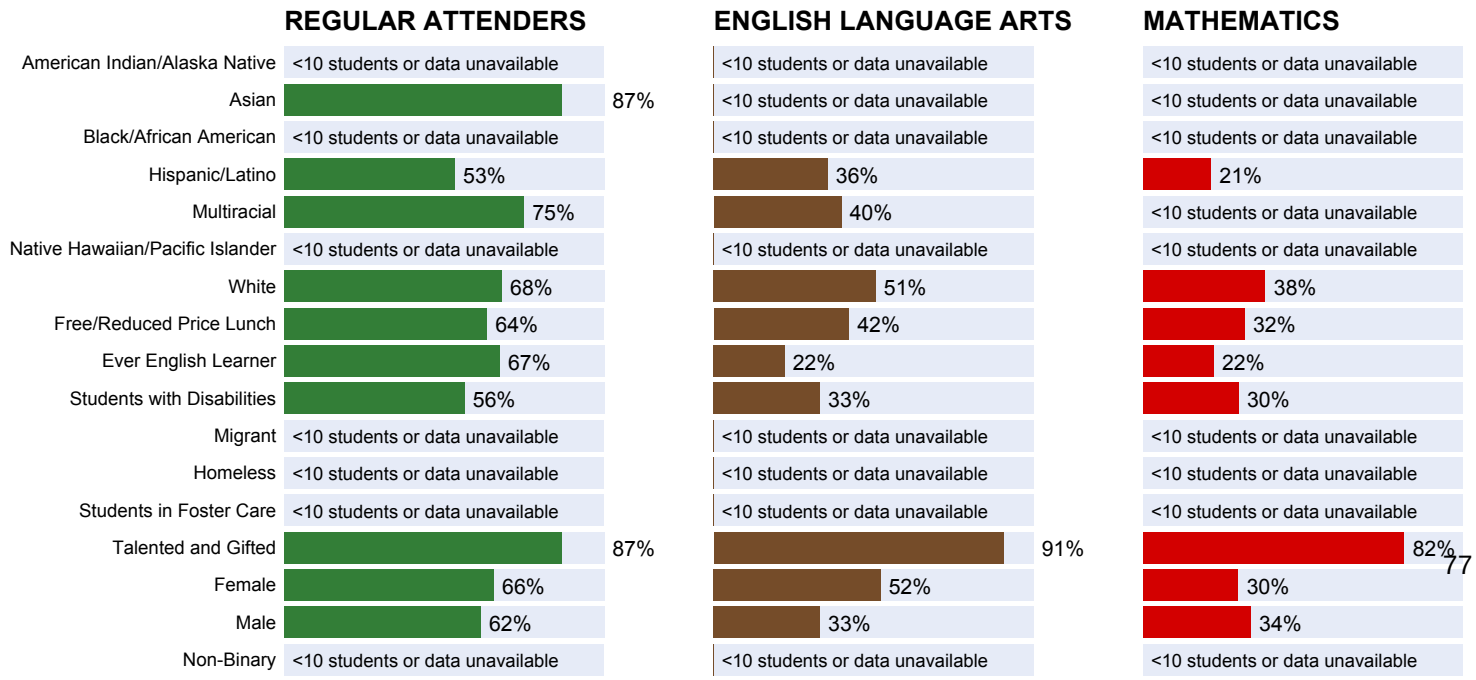
<1 Counselors/ Psychologists

87% Average teacher retention rate

88% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes



About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

We monitor and refine our school wide systems to ensure the highest level of safety possible from the moment students step on the school grounds until they leave the school grounds at the end of the day. We utilize a curriculum that intentionally teaches students to identify and problem solve when challenges occur. These skills should translate into life-long skills both in the classroom and the community. We provide students multiple venues to safely/comfortably inform an adult if they are experiencing or witnessing bullying. Adults intervene to ensure the emotional and physical safety of the students involved.

EXTRACURRICULAR ACTIVITIES

- Student Leadership Clubs
- Spirit Days
- Enrichment for 5th Grade Students
- Stingers Celebrations
- Oregon Battle of the Books

PARENT ENGAGEMENT

Parent engagement is a welcome asset to our community. Examples include:

- Multiple paths of communication in a variety of languages
- Utilization of parent's time and talents
- Family events
- Robust parent organization

COMMUNITY ENGAGEMENT

Partnerships include:

- Collaboration with Right Brain Initiative
- Backpack buddies through the Faith United Methodist Church
- Engagement with a neighborhood community center
- Multiple opportunities for student community outreach

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Troutdale Elementary School

PRINCIPAL: Ashley Davis | GRADES: K-5 | 648 SE Harlow Avenue, Troutdale 97060 | 503-665-4182

2021-22

Students We Serve

326
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	<1%
Teachers	0%
Asian	
Students	3%
Teachers	0%
Black/African American	
Students	3%
Teachers	0%
Hispanic/Latino	
Students	25%
Teachers	0%
Multiracial	
Students	7%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	2%
Teachers	0%
White	
Students	60%
Teachers	100%

17% Ever English Learners

10 Languages Spoken

12% Students with Disabilities

91% Required Childhood Vaccinations

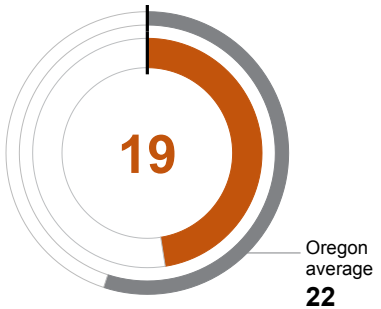
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

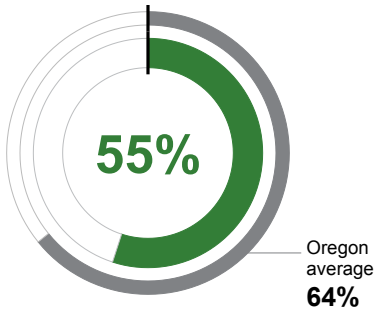
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

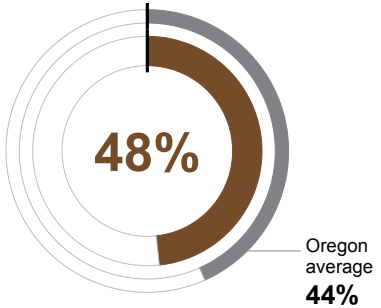
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

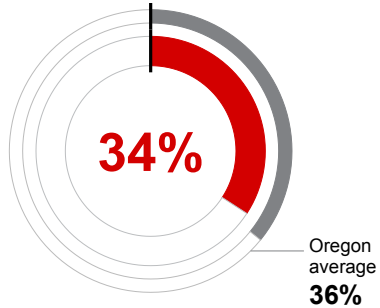
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



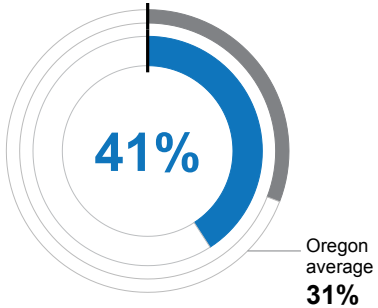
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



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School Goals

Our foundational belief is that every student has the ability to achieve at high levels. We foster an environment of learning by investing additional support in our K-5 math curriculum, and our newly adopted K-5 reading curriculum, and by sharing best practices through our weekly professional learning communities.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by offering a wide range of differentiated instructional support. Additionally, monthly school wide assemblies acknowledge individual classes and celebrate school wide goals.
We also promote the Playground Peace Patrol, Readers as Leaders mentoring program, and participate in the Safe Routes to School program.

School Website: www.reynolds.k12.or.us/troutdale Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Troutdale Elementary School

2021-22

Our Staff (rounded FTE)

21 Teachers

2 Educational assistants

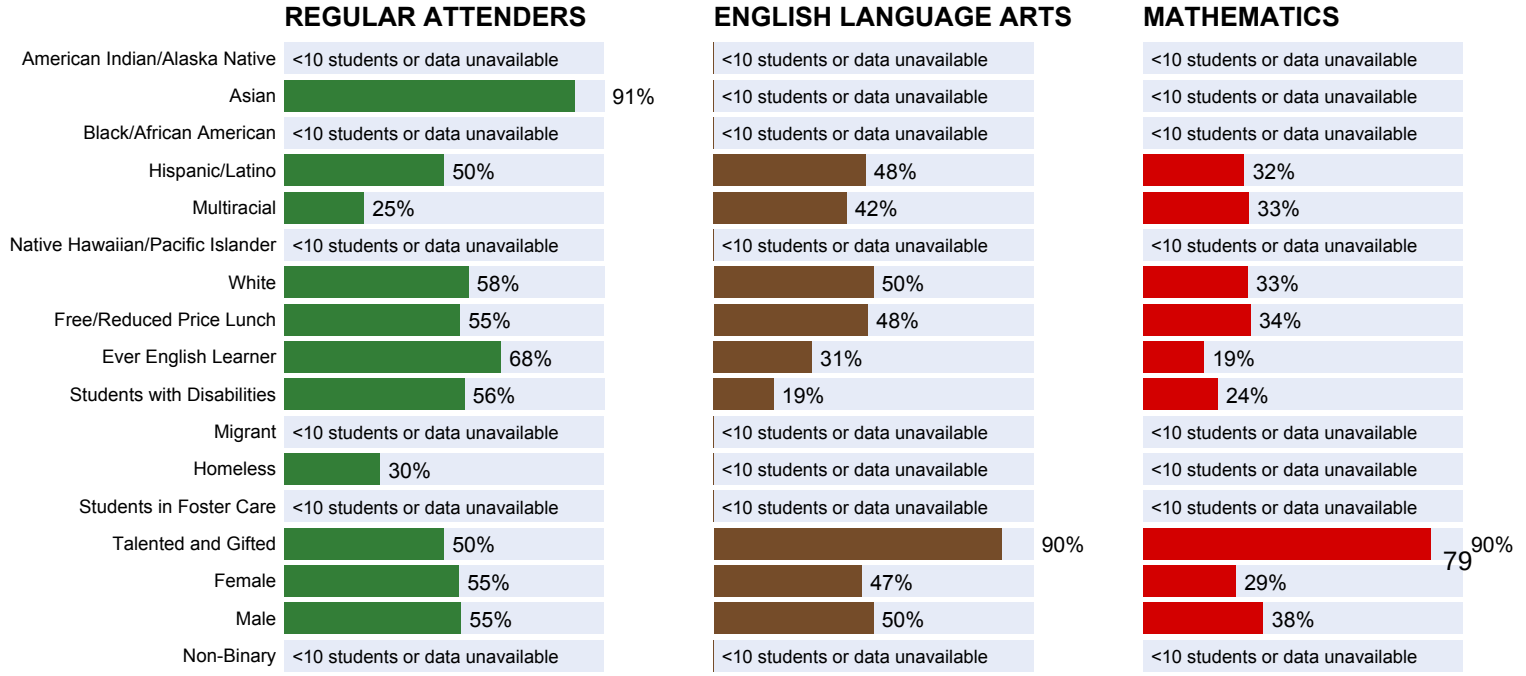
<1 Counselors/ Psychologists

87% Average teacher retention rate

95% % of licensed teachers with more than 3 years of experience

No Same principal in the last 3 years

Outcomes



About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all our students, our school implements PBIS (Positive Behavior Interventions & Supports). This multi-tiered system matches each student to the appropriate level of support so that each student meets those behavioral expectations needed to be a productive member of the community. Additionally, Troutdale Elementary School has begun to embrace Restorative Practices as an approach to building strong classrooms and school community.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:
- Lego Robotics
- Journalism Club
- Drama Club
- Mad Science
- YMCA Child Before/After Care program
- Art Night with Community Partners
- Marimba Concert Performance

Visit our school website for more details.

PARENT ENGAGEMENT

Our school strives to engage all of our parents by hosting community family events sponsored by the parent organization, PALS.

COMMUNITY ENGAGEMENT

We partner with local business and community partner organizations to provide students with learning opportunities in connection to our community:
- SMART (Start Making A Reader Today)
- Right-Brain Initiative
- Taekwondo
- Multnomah County Library

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Walt Morey Middle School

PRINCIPAL: Tanya Pruett | GRADES: 6-8 | 2801 SW Lucas Avenue, Troutdale 97060 | 503-491-1935

2021-22

Students We Serve

556
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native		
	Students	<1%
	Teachers	0%
Asian		
	Students	6%
	Teachers	0%
Black/African American		
	Students	2%
	Teachers	0%
Hispanic/Latino		
	Students	40%
	Teachers	0%
Multiracial		
	Students	5%
	Teachers	0%
Native Hawaiian/Pacific Islander		
	Students	1%
	Teachers	0%
White		
	Students	45%
	Teachers	100%

40% Ever English Learners

18 Languages Spoken

15% Students with Disabilities

96% Required Childhood Vaccinations

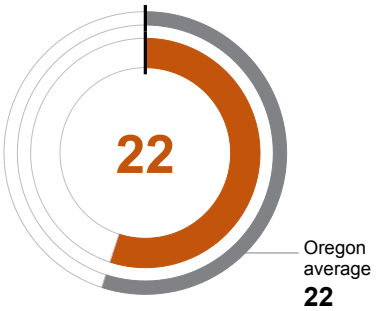
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

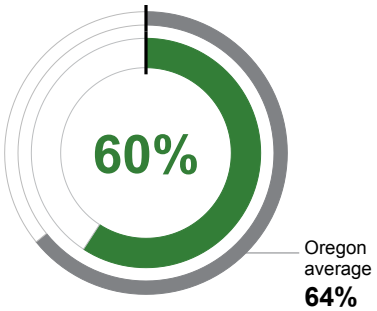
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

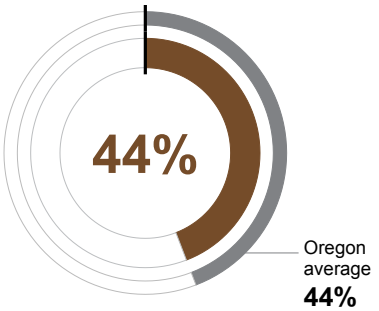
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

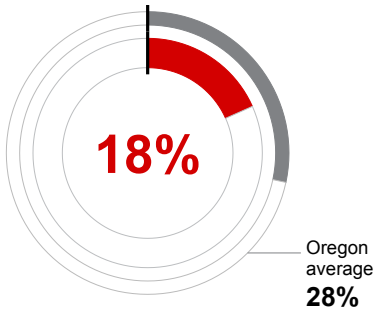
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



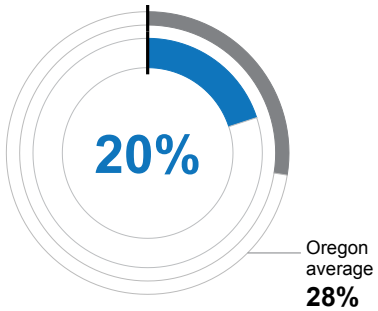
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



80

School Goals

The mission of Walt Morey Middle School is to provide a meaningful and challenging learning environment that supports and empowers all students in achieving their fullest potential. One of our deepest beliefs is that positive relationships between students and staff are at the core of all learning. By knowing our students well, we are better able to individualize their education and meet the needs of our diverse group of learners.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by accessing bilingual staff in our school office. All communication is translated for easy access. Interpreters are provided for parent conferences and other school meetings.

Through our homeroom classes, we focus on teaching empathy and kindness, empowering student voice, and building strong relationships. These lessons, coupled with our Restorative Justice practices, allow us to continue to build strong and inclusive community connections.

School Website: www.reynolds.k12.or.us/morey

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Walt Morey Middle School

2021-22

Our Staff (rounded FTE)

30 Teachers

5 Educational assistants

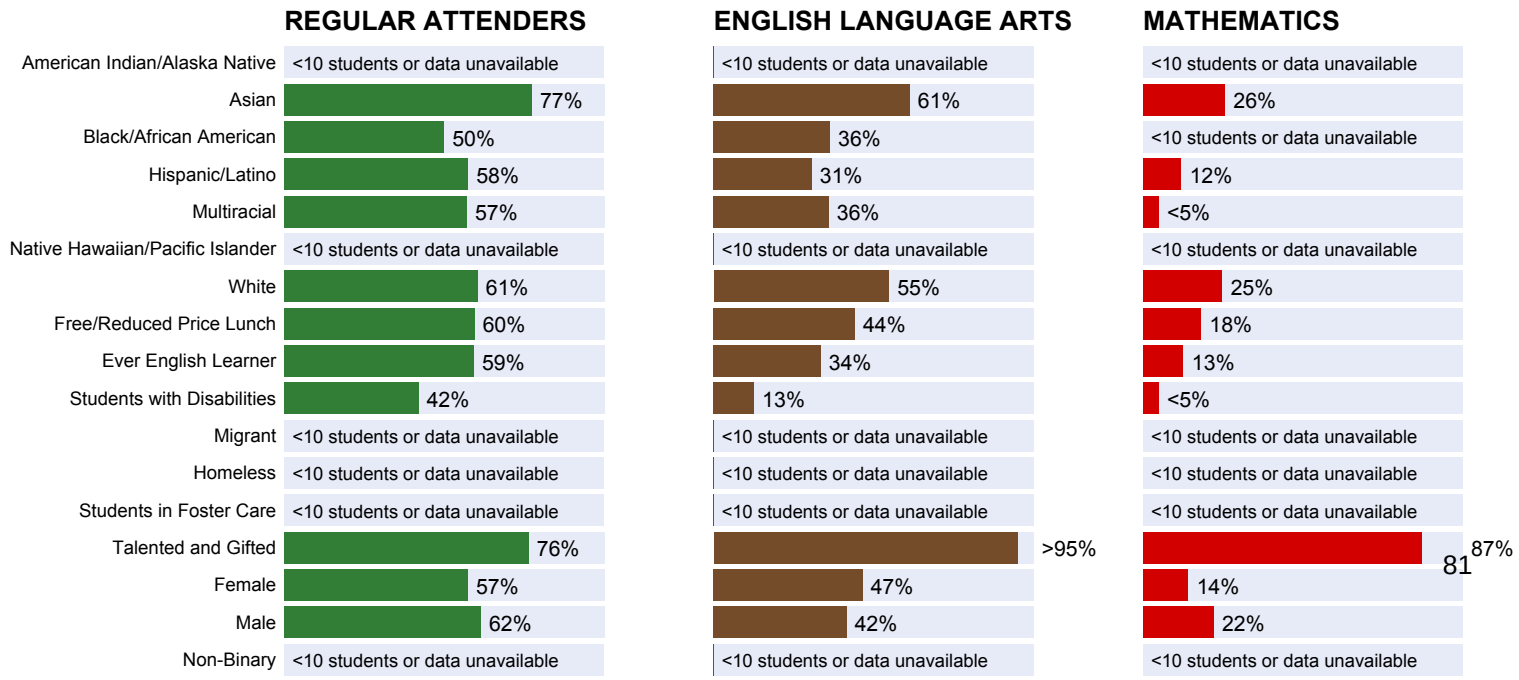
2 Counselors/ Psychologists

90% Average teacher retention rate

87% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes



About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in PBIS (Positive Behavior Interventions & Support) in conjunction with Restorative Justice practices. These programs work with students, our counselor, school staff, and parents on a case-by-case basis to address conflict between students and to provide counseling for harassment.

We host yearly training and discussion opportunities to help students and staff recognize bullying and harassment and provide strategies for intervention.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities and school clubs:

· AVID
· Culturally specific programming through SUN school
· Band/Orchestra/Choir
· Project Lead the Way
· YMCA sponsored volleyball, wrestling, basketball

PARENT ENGAGEMENT

Our school strives to engage all of our parents by providing language supports for parents where English is their second language. Through our SUN program, we provide weekly ELD classes, as well as monthly cooking classes for parents and students to attend together. We have an active PALS group and 8th grade parent group that meets monthly to support school staff and plan fun events for students.

Last year we began a highly successful coffee with the principal group, where parents were able to ask questions and provide input on school improvement efforts. This year, we plan to continue the tradition with monthly Friday meetings.

COMMUNITY ENGAGEMENT

We partner with local business to provide students with learning opportunities in connection with our community:

· Multnomah County Mental Health for student/family counseling and support
· Schools Uniting Neighborhoods (SUN)

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Wilkes Elementary School

PRINCIPAL: Adam Swientek | GRADES: K-5 | 17020 NE Wilkes Rd, Portland 97230 | 503-491-2724

2021-22

Students We Serve

446
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	<1%
Teachers	0%
Asian	
Students	13%
Teachers	0%
Black/African American	
Students	15%
Teachers	3%
Hispanic/Latino	
Students	39%
Teachers	0%
Multiracial	
Students	6%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	9%
Teachers	0%
White	
Students	18%
Teachers	97%

51% Ever English Learners

30 Languages Spoken

15% Students with Disabilities

96% Required Childhood Vaccinations

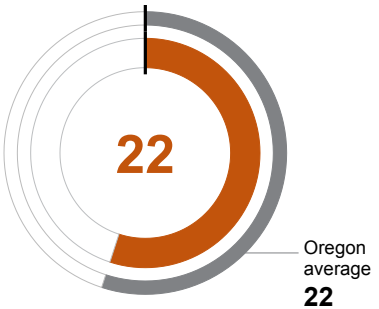
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

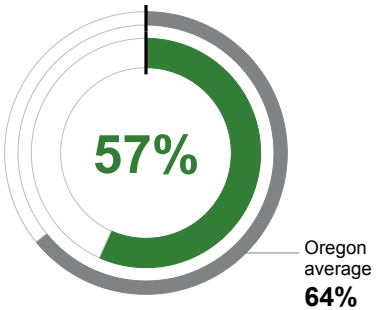
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

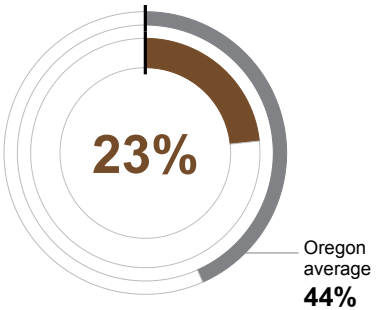
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

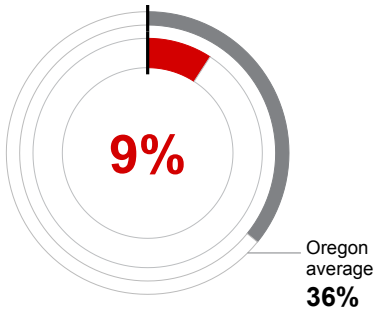
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



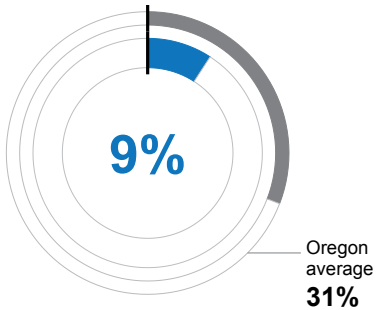
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



82

School Goals

Wilkes Elementary is a learning community committed to regular communication with families and community members. We are committed and focused on the achievement of every student, every day. We have worked very hard to provide and support our students' opportunity to engage in more high-level mathematical discourse and problem solving.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by accessing bilingual staff for our school office. All communication sent home through mail, phone, or text is translated for easy access. Interpreters are provided for parent conferences and other school meetings where parents are present.
We also promote Intercambio, Playground Peace Patrol, Readers as Leaders mentoring program, and participate in the Safe Routes to School program.

School Website: www.reynolds.k12.or.us/wilkes

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Wilkes Elementary School

2021-22

Our Staff (rounded FTE)

30 Teachers

5 Educational assistants

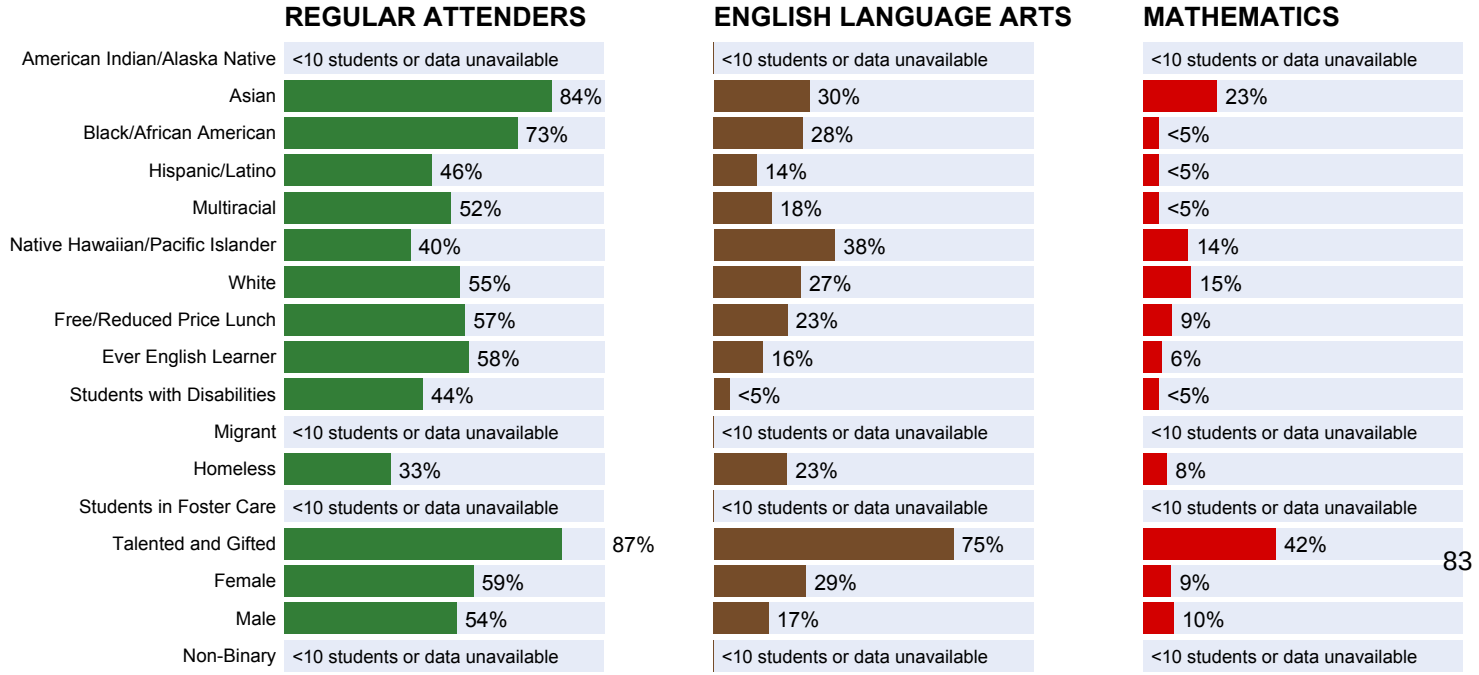
<1 Counselors/ Psychologists

92% Average teacher retention rate

71% % of licensed teachers with more than 3 years of experience

No Same principal in the last 3 years

Outcomes



About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in PBIS (Positive Behavior Interventions & Support). This program works with students, our counselor, school staff, and parents on a case-by-case basis to address conflict between students and to provide counseling for harassment. In addition, we have a safety patrol and peer conflict managers.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:
· SUN enrichment classes
· SUN summer program
· Community visits
· Junior Achievement
Visit our school website for more details

PARENT ENGAGEMENT

Our school strives to engage all of our parents by hosting community family events sponsored by the parent organization. We offer a wide variety of family nights:
• Movie nights
• Dances
• Parent Café
• Intercambio

COMMUNITY ENGAGEMENT

We partner with local business and community partner organizations to provide students with learning opportunities in connection with our community:
· SMART (Start Making A Reader Today)
· Latino Network

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Woodland Elementary

PRINCIPAL: Shelley Walker | GRADES: K-5 | 21607 NE Glisan Street, Fairview 97024 | 503-674-8188

2021-22

Students We Serve

391
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	1%
Teachers	0%
Asian	
Students	4%
Teachers	0%
Black/African American	
Students	4%
Teachers	0%
Hispanic/Latino	
Students	51%
Teachers	4%
Multiracial	
Students	7%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	1%
Teachers	0%
White	
Students	31%
Teachers	96%

44% Ever English Learners

20 Languages Spoken

19% Students with Disabilities

95% Required Childhood Vaccinations

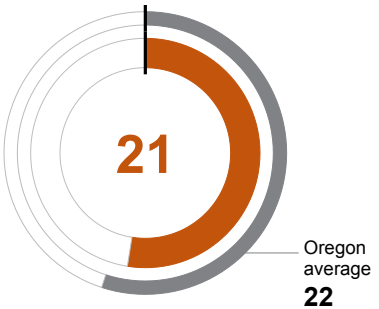
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

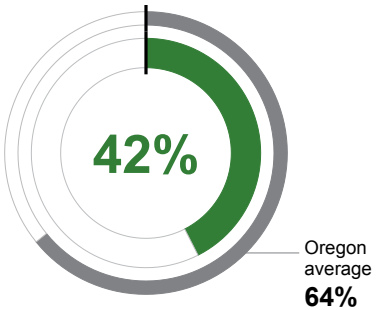
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

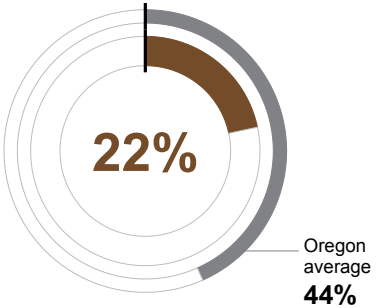
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

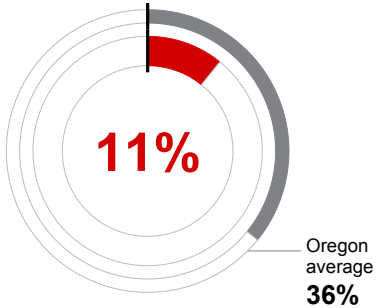
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



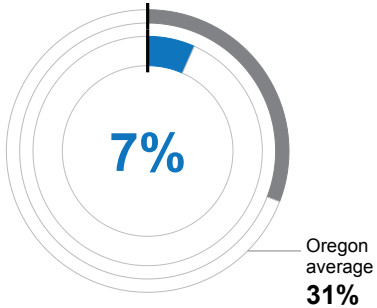
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



84

School Goals

Woodland Elementary School is a caring community of learners where we focus on empowering students. We embrace diversity, academics, and community in a safe and nurturing environment. We are preparing our students for college and career in a rapidly changing world. Woodland's staff of lifelong learners is dedicated to making sure that each and every child can perform to the best of their ability and has the necessary support to be successful.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by creating a nurturing and positive environment. Our staff creates, implements and improves a positive a positive and safe learning environment as well as participates in restorative justice practices so that each and every student can feel and be successful

School Website: www.reynolds.k12.or.us/woodland Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Woodland Elementary

2021-22

Our Staff (rounded FTE)

24 Teachers

9 Educational assistants

2 Counselors/ Psychologists

89% Average teacher retention rate

88% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ENGLISH LANGUAGE ARTS	MATHEMATICS
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	29%	<10 students or data unavailable	<10 students or data unavailable
Black/African American	64%	<10 students or data unavailable	<10 students or data unavailable
Hispanic/Latino	40%	17%	9%
Multiracial	31%	9%	<5%
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	50%	29%	15%
Free/Reduced Price Lunch	42%	22%	11%
Ever English Learner	42%	12%	<5%
Students with Disabilities	41%	<5%	7%
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	83%	46%	55%
Female	46%	27%	7%
Male	40%	18%	13%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

85

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in PBIS (Positive Behavior Interventions & Support). this program works with students, our counselor, school staff, and parents on a case-by-case basis to address conflict between students and to provide counseling for harassment. We also have anti-bullying curriculum in place that is taught throughout the year by our teachers and counselor.

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:
· SMART (Start Making a Reader Today)
· Chess for Success
· SUN After School Academy
Visit our school website for more details.

PARENT ENGAGEMENT

Our school strives to engage all of our parents by hosting community family events sponsored by the parent organization and the school:
· Family nights focused on Literacy, Math, and Community Building
· Academic based field trips for all grade levels
· Through SUN, Enrichment classes in art, science and PE

COMMUNITY ENGAGEMENT

We partner with local business and community partner organizations to provide students with learning opportunities in connection with our community:
· OSU Health Extension classes
· Columbia Slough Watershed Council Outreach
· Schools Uniting Neighborhoods (SUN)
· Special Olympics
· Student led Canned Food Drive

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Multnomah Learning Academy

PRINCIPAL: Sheri Fitzsimmons | GRADES: K-8 | 22565 NE Halsey St, Fairview 97024 | 503-405-7868

2021-22

Students We Serve

538
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native		
	Students	2%
	Teachers	0%
Asian		
	Students	5%
	Teachers	3%
Black/African American		
	Students	7%
	Teachers	6%
Hispanic/Latino		
	Students	22%
	Teachers	0%
Multiracial		
	Students	6%
	Teachers	0%
Native Hawaiian/Pacific Islander		
	Students	1%
	Teachers	0%
White		
	Students	56%
	Teachers	90%

18% Ever English Learners

15 Languages Spoken

17% Students with Disabilities

92% Required Childhood Vaccinations

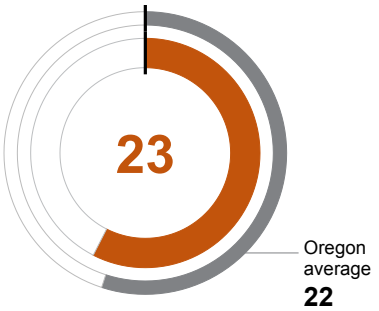
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

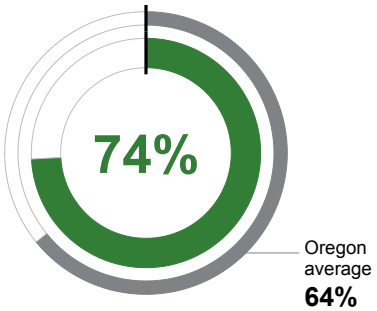
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

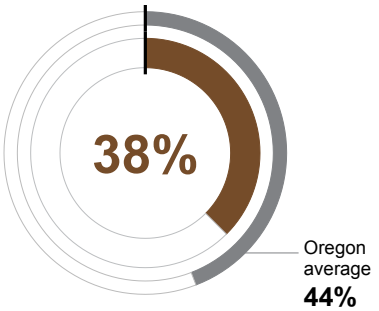
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

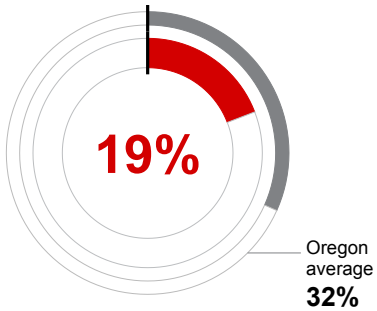
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



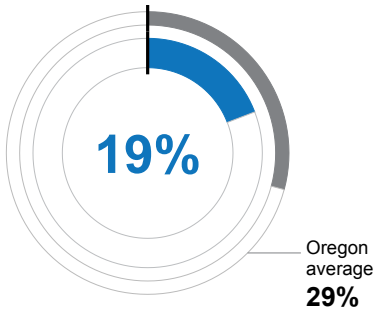
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



86

School Goals

Due to the hard work and dedication of our staff and students, significant progress has occurred in all subject areas. We strive to develop the whole student. Our goal is to deliver a quality education that prepares our children for the future of college and career. Our mission is to teach all, challenge all, and empower all to achieve academic success and become contributing citizens. We look forward to increased academic achievement and growth as we partner with families to provide the best learning opportunities for our children.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome in these ways:

- Positive Behavior Supports
- Collaborative Problem Solving
- Trauma based practices
- PTO
- Special Education
- Counseling Services

School Website: www.mla.k12.or.us

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Multnomah Learning Academy

2021-22

Our Staff (rounded FTE)

25 Teachers

10 Educational assistants

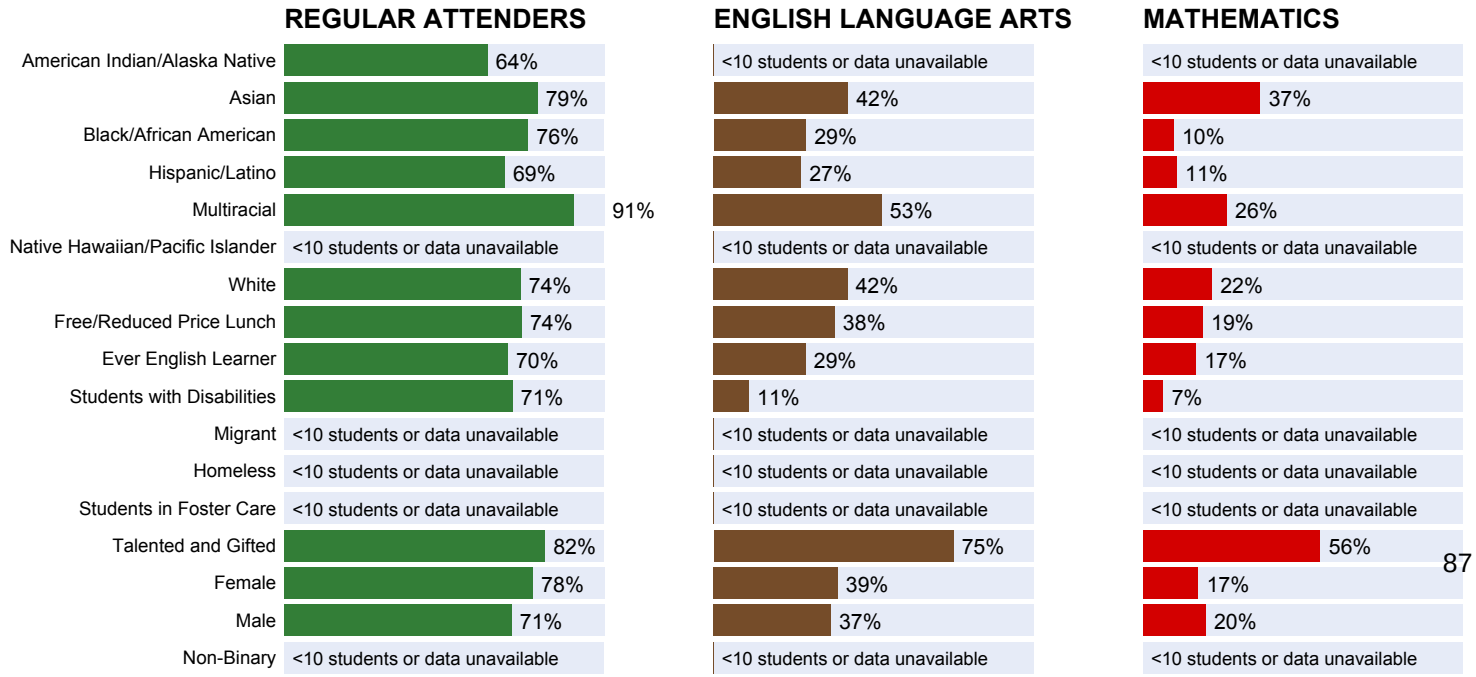
2 Counselors/ Psychologists

80% Average teacher retention rate

58% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes



About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in:

· PBIS
· Collaborative Problem Solving
· Tribes
· Community Circles and Restorative Justice
· Advisory Groups at the Middle School

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:

· TAG
· OBOB
· Band Our School has a number of after school clubs:
· Dance
· Homework
· Games
· Helping Hands
· Science

PARENT ENGAGEMENT

Our school strives to engage all of our parents by offering:

· PTO
· Fundraising
· School wide carnivals and events

COMMUNITY ENGAGEMENT

We partner with local business to provide students with learning opportunities in connection with our community:

• Safety in the community
• Field Trips
• STEM learning
o Ecology
o Environmental awareness and protection
o Engineering
o Project based learning
• Professional speakers and assemblies
• Professional development for staff
• Parent and family resources and support

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE

Reynolds Arthur Academy

PRINCIPAL: Chris Arnold | GRADES: K-5 | 123 SW 21st Ave, Troutdale 97060 | 503-465-8882

2021-22

Students We Serve

154
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	2%
Teachers	0%
Asian	
Students	7%
Teachers	8%
Black/African American	
Students	1%
Teachers	0%
Hispanic/Latino	
Students	25%
Teachers	0%
Multiracial	
Students	8%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	1%
Teachers	0%
White	
Students	56%
Teachers	92%

18% Ever English Learners

9 Languages Spoken

10% Students with Disabilities

88% Required Childhood Vaccinations

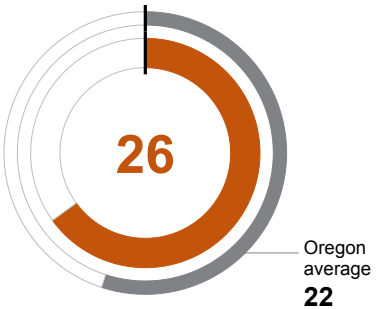
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

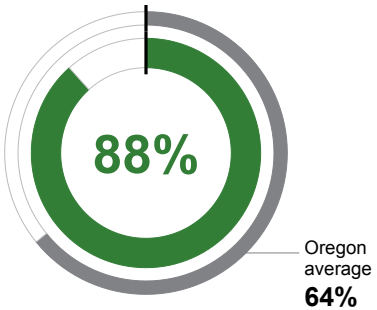
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

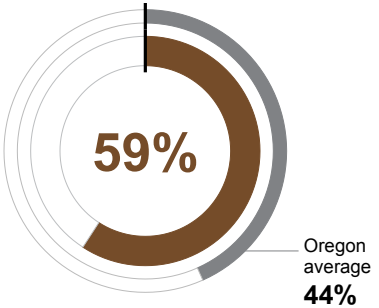
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

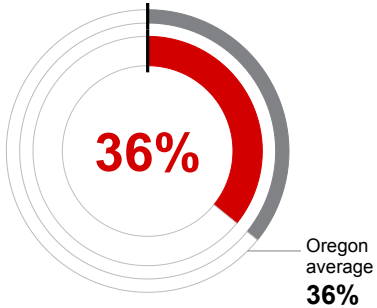
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



MATHEMATICS

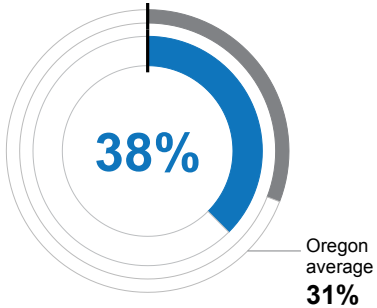
Students meeting state grade-level expectations.



SCIENCE

88

Students meeting state grade-level expectations.



School Goals

Our school seeks to give students a solid foundation in reading, math and language skills. This is accomplished through our Direct Instruction programs; building mastery of skills and concepts through carefully researched, incremental steps. Our instruction is data-driven and students are grouped according to their instructional level. We also seek to promote student achievement by incorporating social/emotional learning within our curriculum.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school is a place where students, staff, and families are valued and respected. We work together to provide a safe, welcoming environment. We welcome families at the door, just as teachers welcome students at the classroom doors. We consistently teach social emotional lessons to help students know what a safe and welcoming classroom and school looks and sounds like. We communicate with families with weekly newsletters, text messages, emails and phone calls home. Interpreters are provided for parent conferences.

School Website: arthuracademy.org/reynolds/reynolds-arthur-academy.html Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

OREGON DEPARTMENT OF EDUCATION
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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Reynolds Arthur Academy

2021-22

Our Staff (rounded FTE)

11 Teachers

0 Educational assistants

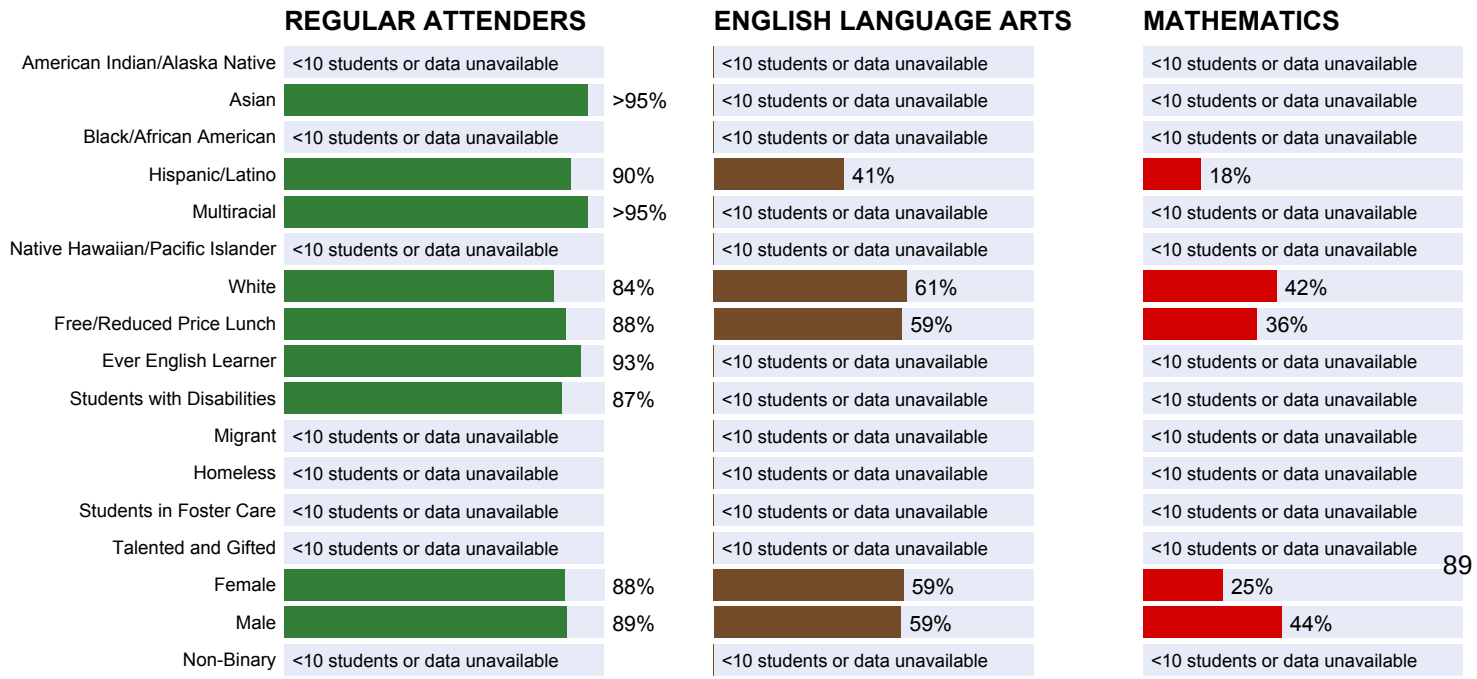
0 Counselors/ Psychologists

66% Average teacher retention rate

27% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes



About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure an emotionally and physically safe learning environment, our school uses individual student safety plans and a lot of parent communication. Our Intervention Team responds quickly and thoroughly to any issue that arises. We problem-solve with teachers, parents and students to bring about a healthy resolution and restore relationships. Students are encouraged by all staff to speak up when they see/hear a problem.

EXTRACURRICULAR ACTIVITIES

During a typical school year, our school offers various extracurricular activities: Band, Board game Club, PE Club, Sports Club.

PARENT ENGAGEMENT

Our parents are encouraged to take an active role within our school community. We facilitate this with a Back to School Picnic, Curriculum Night, Project Nights, Open House, Family OMSI Night, Spring Carnival and various other school-wide events. The Parent Organization is active within our school community. Parents often volunteer to assist with projects in the classrooms, chaperone off-campus field trips, and help in various other ways around the school.

COMMUNITY ENGAGEMENT

We love to partner with local businesses and organizations to provide enriching opportunities for our students to serve and grow.

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

OREGON DEPARTMENT OF EDUCATION

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OREGON AT-A-GLANCE SCHOOL PROFILE

Rockwood Preparatory Academy

PRINCIPAL: Danelle Barnard | GRADES: K-5 | 740 SE 182nd Ave, Portland 97233 | 503-907-1023

2021-22

Students We Serve

307
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native		
	Students	1%
	Teachers	0%
Asian		
	Students	5%
	Teachers	0%
Black/African American		
	Students	11%
	Teachers	0%
Hispanic/Latino		
	Students	57%
	Teachers	15%
Multiracial		
	Students	7%
	Teachers	0%
Native Hawaiian/Pacific Islander		
	Students	1%
	Teachers	0%
White		
	Students	18%
	Teachers	85%

43% Ever English Learners

16 Languages Spoken

13% Students with Disabilities

92% Required Childhood Vaccinations

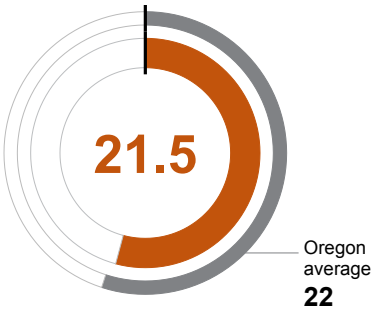
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

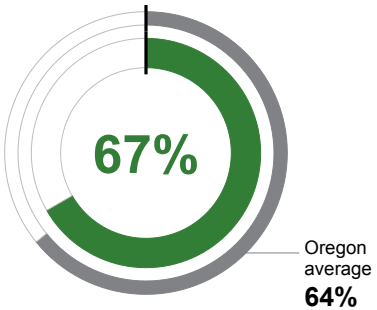
CLASS SIZE

Median class size.



REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Academic Progress

INDIVIDUAL STUDENT PROGRESS

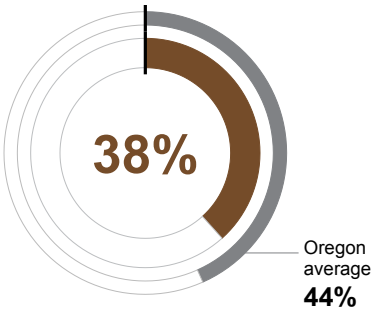
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

Academic Success

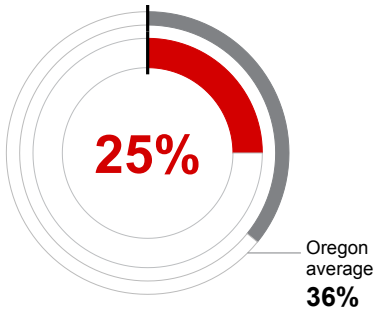
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



MATHEMATICS

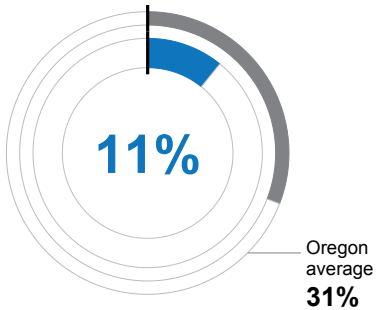
Students meeting state grade-level expectations.



SCIENCE

90

Students meeting state grade-level expectations.



School Goals

Our school strives to promote student success by helping students attend school regularly. Our school's attendance initiative works with students and their parents to inform them of the importance of regular attendance. Due to this work, the attendance rate for our school increased over the last year.

RPA is committed to academic achievement and growth. Our school day includes an intervention block for teachers to work with struggling students.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to ensure all students and their parents feel welcome by including bilingual staff in our school office. All communication sent home is translated for easy access. RPA's website offers a translation option.

We offer several methods to communicate with the school such as a weekly survey texted to all parents via POSSIP. We also use Class Dojo, a readily accessible app that offers parents and teachers a medium to communicate in the parent's preferred language.

School Website: http://rockwoodprep.org/

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

OREGON DEPARTMENT OF EDUCATION

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Rockwood Preparatory Academy

2021-22

Our Staff (rounded FTE)

11 Teachers

3 Educational assistants

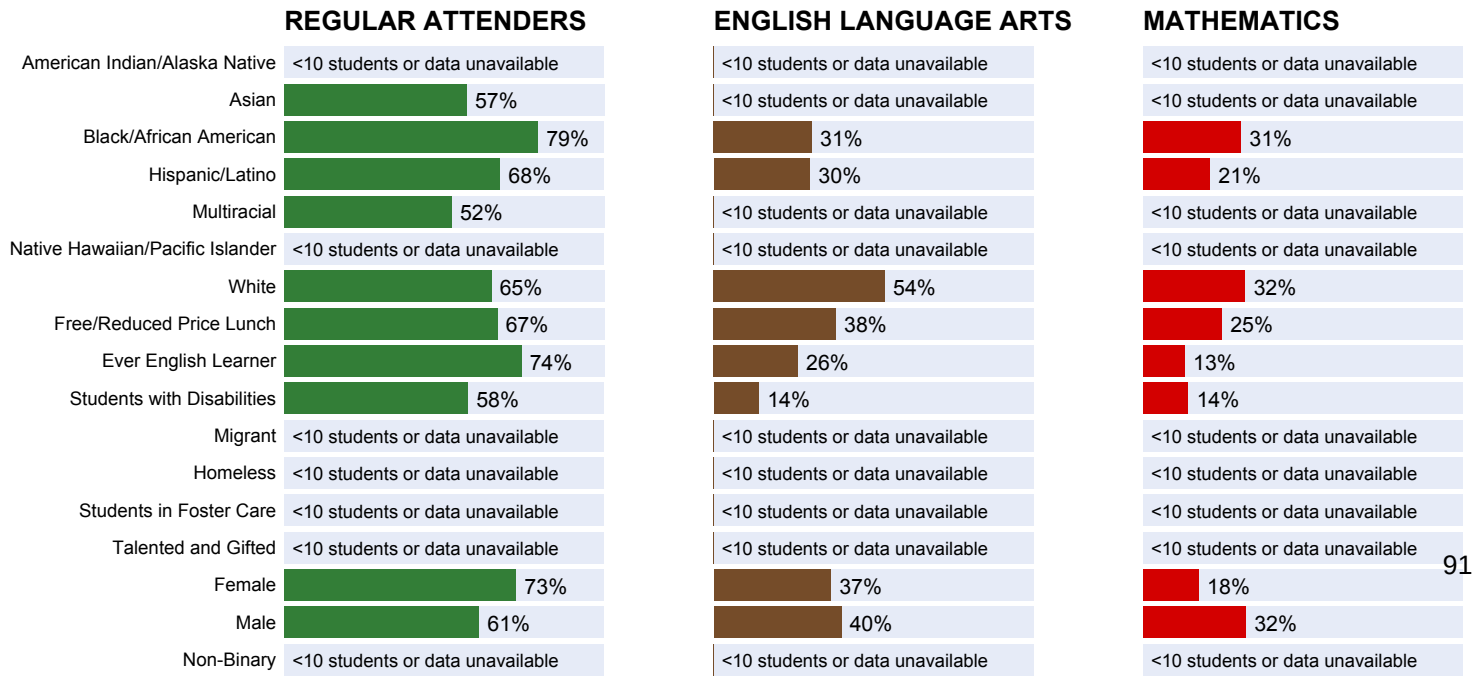
0 Counselors/ Psychologists

72% Average teacher retention rate

50% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes



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About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure learning environment for all of our students, our school participates in PBIS (Positive Behavior Interventions & Support). This program works with students, school staff, and parents on a case-by-case basis to address conflict between students and to provide counseling for harassment. RPA integrates Restorative Justice techniques to mediate and resolve student conflict, and to guide students through reparation of harm caused by their actions. Staff engages in ongoing training throughout the year to improve the use of trauma informed practices

EXTRACURRICULAR ACTIVITIES

Our school offers several academic focused extracurricular activities:
- Rocket Math Club (fact fluency practice)
- Before and After School Tutoring
- Moby Max Club
- Code to the Future Our School has a number of after school clubs:
- Art Club
- Drama/Theatre Club
- Soccer Club
- Basketball Club
- Choir

Visit our school website for more details

PARENT ENGAGEMENT

Our school strives to engage all of our parents by providing language supports for parents where English is their second language. Our school also holds a yearly literacy night to encourage parents to participate in the learning process.

COMMUNITY ENGAGEMENT

We partner with local business to provide students with learning opportunities in connection with our community:
- Free Community Circus
- Our students donate food to the homeless community served by As Is Church
- Career Fair
- RPA is a host site for the Compassionate Dental Program
- Ongoing Uniform Drive provides uniforms to students in need throughout the year

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Koreen Barreras-Brown, Chief Academic Officer

Prepared by: Rachel Aazzerah, Director of Assessment and System Improvement

Subject: **Assurances of Division 22 Compliance, 2021-22**

Policy: Public Records - KBA

Date: October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☐ Safety ☐ Equity ☒ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:

As required by OAR 581-022-2305, all Oregon School Districts must report to their respective communities annually as to the status of the district's compliance to Division 22 Standards. Districts must report to their local communities, and local Board of Directors, areas of compliance and plans in place for areas of non-compliance.

On September 17, 2020 the State Board of Education adopted OAR 581-022-0104: State Standards for the 2021-22 School Year. While the vast majority of Division 22 OARs remained in effect for the 2021-22 school year, subsections of multiple rules were waived and/or modified. These include OAR-581-022-2115 Assessment of Essential Skills: Diploma Requirements, and OAR 581-022-2130 Kindergarten Assessment.

Additionally, school districts must place this information on their website by November 1, 2022. For the school year 2021-22, Reynolds School District was in compliance for all but two Division 22 Standards. Reynolds School District is not in compliance in regard to physical education minutes requirement at the elementary school level and the administration of local performance assessments (grades 3-8 and High School) in the areas of writing, speaking, mathematics problem solving and scientific inquiry.

Previous Board Action:

The Reynolds School District was in compliance with Division 22 Standards during the 2020-2021 school year, except in the area of OAR 581-022-2100: Administration of State Assessments.

The Reynolds School Board reviewed, discussed, and voted to adopt the RSD State Assessment Resolution 2020-21-029 at the April 28, 2021 School Board Business Meeting. The final resolution states “the Reynolds School District Governing Board directs Reynolds School District to administer the 2020-2021 Oregon State Assessment System: English Language Arts, Mathematics, or other state-mandated tests only to those students who request it, and/or to any students whose parent/guardian requests it.”

Background:
The Reynolds School District was in compliance with Division 22 Standards during the 2020-2021 school year, except in the area of OAR 581-022-2100: Administration of State Assessments. During the 2021-2022 school year, Reynolds School District was able to effectively implement a Corrective Action Plan in regard to being out of compliance OAR-581-022-2100: Administration of State Assessment and is no longer out of compliance at this time.

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable

Reynolds School District

2021-2022 Division 22 Assurances

October 26, 2022 Board Meeting

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

MISSION

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.

Reynolds School District

VISION

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

CORE BELIEFS & COMMITMENTS

SAFETY

We believe that all students, families, and staff deserve a safe and secure learning environment.
We commit to providing physical and emotional safety across the Reynolds community.

EQUITY

We believe that equitable practices allow everyone within the Reynolds community to thrive.
We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

95

INSTRUCTIONAL PRACTICES

We believe that high-quality, first-time instruction will eliminate the opportunity gap.
We commit to setting high expectations and providing intentional professional development for instructional leaders.

ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people.
We commit to becoming an inclusive and positive organizational culture.

Division 22 Oregon Administrative Rules Assurances “Our Why”

- Signals our commitment to providing a high quality educational experience and equitable opportunities for all students.
- Division 22 standards articulate the floor of the education to be provided to students, not the ceiling.
- Assurances process offers an opportunity for districts not in compliance to reflect on areas in need of attention and receive technical assistance.
- OAR 581-022-2305 District Assurances of Compliance with Public School Standards

96

Snapshot of Division 22 Categories and Rules

Division 22 standards include over 50 rules.

97

Changes to the Division 22 Standards for 2021-2022

Waivers:

- 581-022-2115(4) Assessment of Essential Skills:
  Graduation Requirements
  - Note: Local Performance Assessment remains in effect
- 581-022-2130 Kindergarten Assessment

Addition: Operational Plans

School districts and public charter schools must periodically submit to the Department a plan for operation during the 2021-22 school year. The plan must be submitted on a timeline to be determined by the Department and on a form provided by the Department. This addition is set out in OAR 581-022-0106: State Standards for the 2021-22 School Year.

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Two Division 22 Assurances are Out of Compliance for the 2021-2022 School Year

- Category: Teaching & Learning (Curriculum & Instruction)

581-022-2263 Physical Education Requirements *Elementary Grades	**Out of compliance**	At this time, elementary students are being provided with at least 120 minutes of physical education per week, which does not meet the revised 150 minutes per week requirement.	During the 2022-2023 school year, Reynolds School District will be reviewing elementary school instructional planning time and school schedules in order to create a plan to meet the requirement of 150 minutes of physical education per week.

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- Category: Teaching & Learning (Assessment & Reporting)

581-022-2115(2) Assessment of Essential Skills: Local Performance Assessment Requirement	**Out of compliance**	At this time, not all students in grades 3-8 and HS are being provided with local performance tasks in all four required areas: writing, speaking, mathematics problem solving and scientific inquiry.	During the 2022-2023 school year, Reynolds School District will be having a cadre of educators that develop sample local performance tasks (grades 3-8 and HS) and corresponding rubrics for writing, speaking, mathematics problem solving and scientific inquiry. The sample tasks, rubrics, and training materials that are developed will then be implemented district wide (grades 3-8 and HS) during the 2023-2024 school year and beyond.

One Assurance Was Out of Compliance in the 2020-2021 School Year: 581-022-2100 Administration of State Assessments

581-022-2100 Administration of State Assessments	**Out of compliance**	The Reynolds School Board reviewed, discussed, and voted to adopt the RSD state assessment resolution 2020-21-029 at the April 28, 2021 school board business meeting. The final resolution states "the Reynolds School District Governing Board directs Reynolds School District to administer the 2020-2021 Oregon State Assessment System: English Language Arts, Mathematics, or other state-mandated tests only to those students who request it, and/or to any students whose parent/guardian requests it." This means that students and parents were given the choice to participate in the Oregon State Assessments of English Language Arts (ELA), Math, and Science in 2020-21. The tests will be available "on-site" at your child's school and will take approximately one hour for each content area. During any testing opportunity offered, we will make every effort to safeguard the health of all involved.	Proposed Corrective Action: During the 2021-2022 school year, Reynolds School District has developed a comprehensive Assessment Guidance Document and Calendar that notifies all certified staff and administrators the testing window for the Oregon Statewide Assessment System: English Language Arts, Mathematics, or other state-mandated tests. The Director of Assessment and System Improvement and the District Test Coordinator have developed a training plan to make sure that all School Test Coordinators (STCs) and Test Administrators (TAs) will be trained appropriately using the Oregon Department of Education (ODE) Test Administration manuals and modules. Each STC is being required submit a test calendar to both the Director of Assessment and the District Test Coordinator at least two weeks before they start testing, in order to know when each grade level is being assessed, as well as which assessment is being administered.

- Corrective Action Verification Status was sent to the Oregon Department of Education (ODE) On September 14, 2022.
- The Corrective Action Verification was Approved by ODE on September 14, 2022.
- Reynolds School District is no longer out of Compliance for this Division 22 Assurance.

New/Revised Rules & Requirements for 2022-2023

OAR 581-022-2263 Physical Education Requirements

Instructional time requirements for middle school increased to 225 (or 180 for a 4 day week)

OAR 581-022-0107 Operational Plans for the 2022-23 School Year

School districts and public charter schools must periodically submit to the Department a plan for operation during the 2022-23 school year. The plan must be submitted on a form and on a timeline to be determined by the Department.

581-022-2308 Agreements Entered Into with Voluntary Organizations

Requires adoption of a policy governing participation in a voluntary organization that administers interscholastic activities. Voluntary organization must adopt and implement policies prohibiting discrimination, maintain a complaint process with sanctions, and administer an annual survey.

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New/Revised Rules & Requirements for 2022-2023

OAR 581-022-2500 Programs and Services for TAG Students

Districts shall post current TAG plan on the district website and have it available on request. Districts shall update ODE annually with district TAG contact information. Parents and students have the right to discuss the TAG plan. Updated TAG plans are due to ODE by May 1, 2023.

OAR 581-022-2325 Identification of Academically Talented and Intellectually Gifted Students

Person who is responsible for identification must be trained.

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Report to the Community Requirements/Next Steps

- Districts must report on their Division 22 compliance to the school board in a public meeting **by November 1, 2022**
- Districts post the *Community Report on Compliance with Public School Standards* to their websites **by November 1, 2022**
- Districts complete and submit the annual Division 22 Assurances Form to ODE **by November 15, 2022**
- Upload a copy of the local board meeting minutes where the Division 22 Report was shared to the Oregon Department of Education portal
- Include link to the exact location on the district website where the school district has posted its Division 22 Assurances Report

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Reynolds School District

Questions?

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Koreen Barreras-Brown, Chief Academic Officer

Prepared by: April Olson, Director of Federal Programs

Subject: **Student Investment Account Annual Report, 2021-22**

Policy: Public Records - KBA

Date: October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☐ Safety ☐ Equity ☒ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment that provides students and staff with the skills, social support, and environmental reinforcement they need to adopt healthy long-term behaviors.

Summary:

In 2019, with House Bill 3427 that created the Student Success Fund, Oregon's leaders made a real commitment to our children, our educators, our schools and our state with the passage of the Student Success Act. This measure makes significant investments in programs to support historically underserved students. When fully implemented, the measure is expected to generate an approximately $2 billion investment in education, with the Fund for Student Success providing $200 million in additional State School Fund Support.

At least 50% of the Fund For Student Success goes to the Student Investment Account (SIA), a new program that focuses on meeting students' mental or behavioral health needs, and increasing academic achievement for students, including reducing academic disparities.

In the 2019-20 school year, Reynolds School District underwent an extensive community, staff, parent and student engagement and input process to gather valuable data to drive focused, intentional planning for SIA funds. The resulting plan directly supports our district's plan for transformation as codified in our core beliefs and the prioritized themes in the Reynolds School District SIA Plan: Mental Health Supports, Library/Media, Safety, Art, Music, Physical Education, Restorative Justice and Practices, and Family and Community Engagement. This plan was approved by the Reynolds School District Board of Directors at the Board Work Session on April 8, 2020 and went into effect the 2020-21 school year.

The SIA Annual Review is an opportunity for Reynolds School District to reflect and learn from this foundational year. Presenting the Annual Review to School Board serves as an opportunity for transparency with our community regarding SIA implementation and progress.

Additionally, school districts must place this information on their website by November 30, 2022.

Previous Board Action:
The Reynolds School Board reviewed, discussed, and voted to adopt the RSD SIA Plan at the April 8, 2020 Board Meeting.

Background:
The Reynolds School District implemented the Student investment Account during the foundational 2020-21 school year and during the second year of the biennium, 2021-22.

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Not Applicable

Motion:
Not Applicable

Reynolds School District

SIA Annual Report

October 26, 2022 Board Meeting

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

MISSION

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.

Reynolds School District

VISION

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

CORE BELIEFS & COMMITMENTS

SAFETY

We believe that all students, families, and staff deserve a safe and secure learning environment.
We commit to providing physical and emotional safety across the Reynolds community.

EQUITY

We believe that equitable practices allow everyone within the Reynolds community to thrive.
We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

INSTRUCTIONAL PRACTICES

We believe that high-quality, first-time instruction will eliminate the opportunity gap.
We commit to setting high expectations and providing intentional professional development for instructional leaders.

ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people.
We commit to becoming an inclusive and positive organizational culture.

What is the Student Investment Account?

- Oregon passed the Student Success Act in 2019, investing $2 billion in Oregon education every two years: $1B in early learning and $1B in K-12 education each year.
- Of those funds, $200 million goes into the State School Fund and the remaining is distributed into three accounts: the Early Learning Account, the Student Investment Account (SIA) and the Statewide Education Initiatives Account.

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Reynolds School District

WHAT IS THE STUDENT INVESTMENT ACCOUNT?

Close to **$500 MILLION** in non-competitive grant money for all Oregon school districts and eligible charter schools.

New money has two purposes:

1. Meet students' mental and behavioral health needs.
2. Increase academic achievement and reduce academic disparities for:
   - Students of color;
   - Students with disabilities;
   - Emerging bilingual students; and
   - Students navigating poverty, homelessness, and foster care; and other students that have historically experienced disparities in our schools.

5 Areas for Input

1. Reducing academic disparities (gaps between outcomes for different student groups)
2. Meeting students' mental and behavioral health needs
3. Providing access to academic courses
4. Allowing teachers and staff sufficient time to collaborate, review data and develop strategies to help students stay on track to graduate
5. Establishing and strengthening partnerships

Allowable Investments

Reynolds School District

SIA Annual Report – Four Questions

Each year Reynolds must complete an SIA Annual Report. This year's annual report narrative focuses on the following four questions:

1. What changes in behavior, actions, policies or practices have you observed related to SIA implementation during the 2021-22 school year? How do you see these changes contributing to the goals and outcomes in your SIA plan? What have been the barriers or challenges to implementation?
2. What barriers or challenges to SIA implementation have you experienced that are helpful for your community and/or state leaders to be aware of? What adjustments, if any, did you make to your SIA plan as a result of these challenges?
3. SIA implementation includes ongoing engagement with all students, focal students, families, staff, and community partners. How have relationships with or between those groups changed and/or been maintained throughout this academic year? Consider the Community Engagement Toolkit and where your efforts might land on the Levels of Community Engagement spectrum as you complete your response.
4. As you think about what guided your choices and prioritization efforts in this year of SIA implementation, what stands out? How will what you've learned this year impact future SIA implementation efforts?

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Reynolds School District

1. Changes and Outcomes

- Expand continuum of programming for Student and Family Services
- Multi-Tiered Integrated Systems of Support lens
- Trauma informed practices, cultural competency, equity-focused decision-making, restorative practices, mental health support
- Direct contribution to Strategy 2: Provide K-5 social-emotional learning opportunities, interventions, and professional development for students and staff to support student well-being and foster a culture of safety and respect.

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- Adoption of a culturally-relevant, guaranteed and viable English Language Arts Curriculum
- Direct contribution to Strategy 1: Provide academic support in classrooms with small groups, one-on-one interventions, and tutoring to increase academic achievement for students and reduce academic disparities.

Reynolds School District

2. Challenges/Barriers and Adjustments

- Prioritization with other school, district, state and national improvement plans
- Integration of six Oregon Department of Education initiatives for Aligning for Student Success

- Hiring social workers and counselors and MTSS TOSAs

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- Creating a Standard Operating Procedure for textbook adoption

Reynolds School District

3. Community Engagement

- Continuum – “inform,” “consult,” “involve” → “collaborate”
- Power of Community-Based Organizations
- Increasing opportunities for student voice

STANCE TOWARDS COMMUNITY					
IGNORE	INFORM	CONSULT	INVOLVE	COLLABORATE	DEFER
INTENTION					
Protecting School/ District Interests ***Unintended Impact to Consider:*** *Marginalizing Communities*	Keeping Communities Updated ***Unintended Impact to Consider:*** *Placating & Underestimating Community Wisdom*	Receiving Community Input ***Unintended Impact to Consider:*** *Tokenizing & Gatekeeping Community Engagement*	Meaningfully Engaging Community Voice ***Unintended Impact to Consider:*** *Community Voice is Not Heard*	Collaborating and Sharing Power with Communities ***Unintended Impact to Consider:*** *Collaborative Process Derailed by Power Dynamics & Lack of Relational Trust*	Communities Drive and Own the Work ***Unintended Impact to Consider:*** *Sovereignty and Core Agreements are Not Honored*

Reynolds School District

4. Prioritization and Future Impact

Progress Monitoring

- Integration of MTSS supports in each building including data review and intervention mapping
- Attendance campaigns and interventions
- Nursing Services, Mental Health and Behavioral Health Supports
- Professional Development and Resource Acquisition for Social Emotional Learning, Restorative Practices, Trauma Informed Practices, Data Driven Decision Making
- Bullying prevention and education campaign district wide
- Implementation of a culturally-relevant, guaranteed and viable English Language Arts Curriculum

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Reynolds School District

Having an impact on students and staff

“These changes provide the foundational investment in paradigm shifting an educational system that had not been designed to factor the barriers that arise within communities due to systemic racism and historical marginalization. With continuous investment, progress monitoring, and implementation support there is revolutionary-sized impact that can occur by continuing to expand the needed supports to dismantle barriers to a scholar’s educational dreams.”

-Michelle Cardenas,

Student Services Program Administrator for School Climate and Culture

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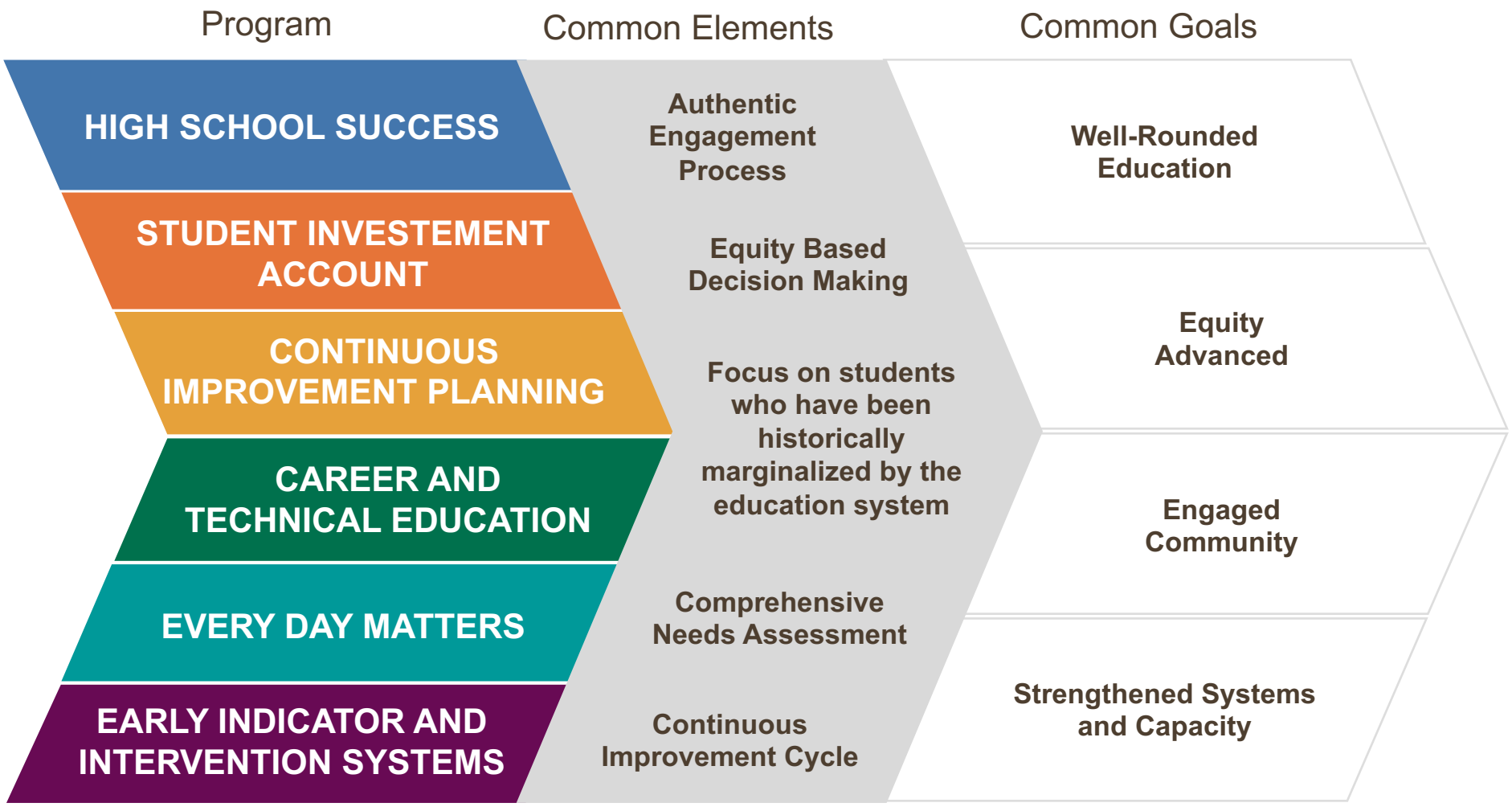
Reynolds School District

Aligning for Student Success



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Reynolds School District

Reynolds School District

Questions?

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Jelena Doney, Executive Assistant to the Deputy Superintendent of District Operations
Hank Bauer, Administrative Analyst to the Deputy Superintendent of Student & Family Services

Subject: **Section G (Personnel) and DJC-AR– First Reading**

Policy: Adoption and Revision of Policies – BFC

Date: October 26, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☐ Equity ☐ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
Maintaining effective, clearly-written policy is a responsibility of the Board. This is a first reading of policies that need to be updated. The board may adopt policies at the second reading; or if further revisions are required, the board can adopt after a third reading.

Previous Board Action:
Board policies that are being reviewed were all originally revised by previous Boards.

Background:
Section G (Personnel)
In partnership with Oregon School Boards Association (OSBA), the Reynolds School District Board Policies Committee has continued with Board Policies section G (Personnel) for updating during the full-desk re-write process.

The new changes in Board Policy, section G are either required by the Board to implement in order to stay in compliance with state and federal laws or highly recommended by OSBA.

As a reminder, here is the Board Policy Rewrite Schedule:

Board Policy Section	Month Sent to Board for First Reading/ Second Reading
Section J	August/September 2022
Section G	October/November 2022
Sections E, F	December 2022/January 2023
Sections A/B, C	January/February 2023
Section D	February/March 2023
Section I	April/May 2023
Section KL	May/June 2023

Special Procurements and Exemptions from Competitive Bidding

This administrative regulation (AR) has been prioritized for review and updates in advance of the remainder of Section D. Updates to this AR will streamline the sole source process laid out in Board Policy and create efficiencies, while not losing the integrity of the standard for reviewing and approving sole source resources.

Edits to this AR have been reviewed by district legal counsel as well as Oregon School Boards Association (OSBA).

Financial Implications:
Not Applicable

Alternatives:
The alternative is to retain the current board policies.

Staff Recommendation:
The Board will review the policies as presented as a first reading. Staff recommends adoption after a second reading at the November 16, 2022 Board meeting.

Motion:
Not Applicable

Reynolds School District

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The following symbol is used on some policies:

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

Code: GAB
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GAB

Job Descriptions

Job descriptions serve to~~the following purposes~~:

1. Describe all ~~To identify the~~ essential functions that the individual who holds the position must~~of a job which the employee~~ be able to perform~~, either~~ unaided or with the assistance of a reasonable accommodation;

2. Describe attendance~~To describe other requirements and~~ standards;

3. Help~~To help~~ applicants determine the qualifications needed to fill a position;

4. Help~~To help~~ district administrators determine which candidates to recommend for appointment; and

5. Assist~~To assist~~ administrators in the evaluation of the employee's performance of position responsibilities.

"Essential functions,"~~"~~ as used in this policy means, the fundamental job duties of the employment position. A job function may be considered essential for ~~any of several~~ reasons, including, but not limited to, the following:

1. The function may be essential because the reason the position exists is to perform the function;

2. The function may be essential because of the limited number of employees available among whom the performance of the job function can be distributed; and/or

3. The function may be highly specialized so that the individual is hired for his/her expertise or ability to perform the particular function.

"Attendance standards," as used in this policy means, the regular work hours of the position, including leave and vacation provisions available through policy and/or collective bargaining agreements and any special attendance needs of the position as determined by the district.

Job descriptions will be developed by the human resources department for each position in the district and posted on the district's website. Job descriptions will be reviewed as needed. Initial or revised job descriptions will be approved by the superintendent or designee.

Job descriptions will be available for inspection by all employees and district patrons. It shall be the responsibility of every employee to read and understand the most recent version of ~~his or her~~their job description and will affix their signature. Such acknowledgements will be retained by the human capital management department.

END OF POLICY

Legal Reference(s):

ORS 342.850(2)(b)(A) OAR 581-022-2405

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.
Section 503 of the Rehabilitation Act of 1973.
Americans with Disabilities Act Amendments Act of 2008.

Corrected 8/03/22

Code: GAC
Adopted: 5/14/14
Orig. Code: GAC

Affirmative Action

In order to close the racial achievement gap and better serve all students, Reynolds School District's staff must reflect the diversity of the students we serve. The Board's district Equity Policy, GCCB/GDCB/IKAAA, requires the district to "recruit, employ, support and retain a workforce that includes racial, gender and linguistic diversity, as well as culturally competent administrative, instructional and support personnel." Oregon state law, as articulated in the Minority Teachers Act, ORS 342.437, states that because of the state's commitment to ethnic-racial equality, the goal is to increase the number of minority teachers and administrators employed by school districts.

Equal Employment Opportunity

The district shall provide equal employment opportunity for all applicants and staff in recruitment, hiring, assignment, training, retention, transfer and promotion. All employment actions shall be in accordance with the Board's Nondiscrimination policy, AC, and the Board's Equal Employment Opportunity policy, GBA. The district shall comply with all federal, state and local laws relevant to nondiscrimination and equal opportunity employment.

Affirmative Action - Employment

In order to comply with the district's Equity Policy and the Oregon Minority Teachers Act, the district will make meaningful efforts to recruit, employ, support and retain a qualified work force that reflects the diversity of the student body. The Board expects to see measurable progress every year in reaching the goals established by the Minority Teachers Act. This goal will not only help to ensure a work and school environment free from discrimination but will also contribute to enhanced student performance and the elimination of the achievement gap.

The superintendent shall create and implement an Affirmative Action/Equal Opportunity Employment Plan (AA/EEO Plan), and establish the goal that the district will come into compliance with the goals established by the Oregon Minority Teachers Act.

The director of human resources shall serve as the Affirmative Action coordinator to oversee the implementation of, and compliance with the AA/EEO Plan.

The AA/EEO Plan will include affirmative measures designed to ensure equal employment opportunities. The AA/EEO Plan shall identify job groups that show the underutilization of staff based on race or gender within the district; set reasonable employment goals and timetables for increasing the diversity of the Reynolds School District staff; and establish a plan of action to enable the district to reach these employment goals.

The goals articulated in this policy and in the AA/EEO Plan are not rigid, inflexible quotas that must be met, but rather reasonable targets attainable by implementing best practices and applying good faith efforts. It is the district's expressed objective to hire and promote those who are best qualified based on job related standards of education, training, experience, or personal qualifications. Neither this policy, nor the AA/EEO Plan, permit discrimination against any individual or group of individuals with respect to any employment opportunity for which the individual is qualified. Nothing herein is intended to sanction the discriminatory treatment of any person based on their protected status.

All district employment policies, practices, and procedures will be examined periodically to ensure they are non-discriminatory. These policies, practices, and procedures are to be implemented by all administrative personnel, directors, confidential human resources specialists, and anyone else who has responsibility for personnel functions. Equal employment opportunity and affirmative action are the responsibility of the entire district.

The director of human resources will report annually on the implementation of this policy and the progress of the AA/EEO Plan.

END OF POLICY

Legal Reference(s):

ORS 342.437

Corrected 8/03/22

Code: GBA
Adopted: 1/04/07
Revised/Readopted: 10/14/10; 5/14/14
Orig. Code: GBA

Equal Employment Opportunity

Equal employment opportunity and treatment shall be practiced by the district regardless of race[1], color, religion, sex, sexual orientation, gender identity[2], national origin, marital status, pregnancy, childbirth or a related medical condition[3], age, veterans' status[4], service in uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability[5] if the employee, with or without reasonable accommodation, is able to perform the essential functions of the position.

The superintendent will appoint an employee to serve as the officer in charge of compliance with the Americans with Disabilities Act and ~~of 1990,~~ the Americans with Disabilities Act Amendments Act ~~of 2008~~ (ADA), and Section 504 of the Rehabilitation Act. ~~of 1973.~~

The superintendent will also designate a Title IX coordinator to comply with the requirements of Title IX of the Education Amendments ~~of 1972~~. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be provided to all students and employees.

~~**Grievance Procedure**~~

~~Anyone who believes they have been discriminated against because of age, disability, national origin, race, color, religion, marital status, sexual orientation or sex shall present the complaint to the executive director of human resources who will investigate the matter and make a report to the complainant and the superintendent.~~

[1] Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021)).

~~"Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual's gender identity, appearance, expression or behavior differs from that traditionally associated within the individual's sex at birth.~~

[3] This unlawful employment practice related to pregnancy, childbirth or a related medical condition as described in House Bill 2341 (2019) (added to ORS 659A) applies to employers who employ six or more persons.

[4] The district grants a preference in hiring and promotion to veterans and disabled veterans. A veteran is eligible to use the preference any time when applying for a position at any time after discharge or release from service in the Armed Forces of the United States.

[5] This unlawful employment practice related to disability as described in ORS 659A.112 applies to employers who employ six or more persons (ORS 659A.106).

~~If the complainant is not satisfied with the decision, the complaint may be appealed to the superintendent. After investigating the complaint, the superintendent will notify the complainant of their decision. If the complainant is not satisfied with the superintendent's recommendation, an appeal may be made to the board. The board's decision will be final.~~

Complaints regarding this policy may be submitted through the complaint process established by Board policy KL – Public Complaints and its accompanying administrative regulation KL-AR – Public Complaint Procedure. The complaint may begin at step two.

The superintendent will develop other specific recruiting, interviewing and evaluation procedures as are necessary to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 243.317 – 243.323
ORS 326.051
ORS 332.505
ORS 342.934
ORS 408.225
ORS 408.230
ORS 408.235
ORS 652.210 - 652.220
ORS 659.850
ORS 659A.003
ORS 659A.006
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.040
ORS 659A.082
ORS 659A.109
ORS 659A.112
ORS 659A.147
ORS 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.321
ORS 659A.409
ORS 659A.820
OAR 581-021-0045
OAR 581-022-2405
OAR 839-003-0000
OAR 839-006-0435
OAR 839-006-0440
OAR 839-006-0450
OAR 839-006-0455
OAR 839-006-0460
OAR 839-006-0465

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, et. seq. (2018).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2018); 29 C.F.R Part 1626 (2019).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 794 (2018); 34 C.F.R. Part 104 (2019).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018).
Chevron USA Inc. v. Echazabal, 536 U.S. 736 (2002).
Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301-4303 (2018).

Corrected 8/03/22

Code: GBA-AR
Revised/Reviewed: 6/13/18
Orig. Code: GBA-AR

Veterans' Preference

Oregon's Veterans' Preference Law requires the district to grant a preference to qualified and eligible veterans and disabled veterans at each stage in the hiring and promotion process. To be **qualified** for veterans' preference, a veteran or disabled veteran must meet the minimum and any other special qualifications required for the position sought. To be **eligible** for veterans' preference[1] a veteran or disabled veteran must provide certification they are a veteran or disabled veteran as defined by Oregon law[2].

The district is not obligated to hire or promote a qualified and eligible veteran or disabled veteran. The district is obligated to interview all minimally qualified veterans or disabled veterans and to hire or promote a qualified or eligible veteran or disabled veteran if the individual~~he or she~~ is equal to or better than the top candidate after the veterans' preference has been applied.

A veteran may submit a written request to the district for an explanation of the reasons why they were not selected for the position.~~[3]~~ The district shall provide the reasons for not selecting the candidate when requested.

Recruitment Procedures

All job postings or announcements will include a concise list of minimum and any special qualifications required for the position. Job postings will include a statement that the district's policy is to provide veterans and disabled veterans with preference as required by law and the job posting will require applicants to provide certification[4] of eligibility for preference, in addition to other requested materials.~~[5]~~

[1] See Oregon Revised Statute (ORS) 408.235.

[2] See Oregon Revised Statute (ORS) 408.225 and OAR 839-006-0440 for definitions~~: definition~~ of veteran and disabled veteran.

~~[3] Oregon Revised Statute (ORS) 408.230(5)~~

[4] See Verification of Veteran's Preference (OAR 839-006-0465). An applicant claiming veteran's or disabled veteran's preference will submit a copy of their Certificate of Release or Discharge from Active Duty (DD Form 214 or 215) or a certification that the veteran is expected to be discharged or released from active duty under honorable conditions not later than 120 days after the submission of the certification. A disabled veteran may also submit a copy of their letter from the U.S. Department of Veterans Affairs, unless the information is included in the DD Form 214/215 or a certification that the veteran is expected to be medically separated from active duty under honorable conditions not later than 120 days after the submission of the certification.

~~[5] Verification of Veteran's Preference~~

Selection Procedures [6]

Step 1: Before the review of any applications the executive director of human resources will establish an evaluation scoring guide based on the minimum and any special qualifications listed in the job posting.

Step 2: The hiring administrator or supervisor will review the application materials using the ~~above~~ evaluation scoring guide to determine which applicants meet the minimum and any special qualifications listed in the job posting. In assessing the applicant materials of a veteran or disabled veteran the hiring administrator or supervisor shall evaluate whether the skill experience obtained in the military are transferable to the posted position. ~~In this step the district~~ **does not** ~~apply a veterans' preference.~~ Any applicants that do not meet the minimum and any special qualifications shall be removed from the applicant pool.

Step 3: Based on Step 2, the hiring administrator or supervisor determines who will be interviewed. All qualified and eligible veterans or disabled veterans shall be given an opportunity to interview.

Step 4: Interview questions and scoring sheets will be developed and each scoring sheet must be completed after each interview by the interviewers.

Step 5: Following completion of the interviews, the hiring administrator or supervisor shall complete the selection matrix and score the applicants based on the scoring sheets completed during interviews. Veterans' preference shall~~points must~~ be applied by adding 5 percentage points to an eligible veteran and 10 percentage points to an eligible disabled veteran.[7]

Step 6: The executive director of human resources makes the offer to the applicant with the highest final score. The district is not obligated to hire or promote a qualified and eligible veteran or disabled veteran.

The district is obligated to hire or promote a qualified or eligible veteran or disabled veteran if they are equal or better than the top candidate after the veterans' preference has been applied.

A veteran may submit a written request to the district for an explanation of the reasons why they were not selected for the position. The district shall provide the reasons for not selecting the candidate when requested.

~~A veteran will submit: (a) a copy of their Certificate of Release or Discharge from Active Duty (DD Form 214 or 215); or (b) proof of receiving a nonservice connected pension from the U.S. Department of Veterans Affairs. A disabled veteran will submit a copy of their letter from the Department of Veterans Affairs verifying disabled veteran status~~.

[6] ~~OSBA recommends use of a scored system.~~ If the district chooses not to use a scored system the law requires that the district give special consideration in the district's hiring decision to veterans and disabled veterans and the district will need to be able to demonstrate the method used for providing special consideration.~~."~~ ORS 408.230(2)(c).

[7] ~~The points are based on a 100 point scoring matrix. If a 100 point scoring matrix is not used, the district must use a multiplier equivalent to 5 percent for a veteran and 10 percent for a disabled veteran, or the equivalent.~~

Filing a Complaint

A veteran or disabled veteran is encouraged to contact the human resource office if they have any concerns or questions concerning the application of or the process used for veterans' preference.

A veteran or disabled veteran claiming to be aggrieved by a violation of Board policy GBA - Equal Employment Opportunity or this administrative regulation, may file a written complaint with the Civil Rights Division of the Bureau of Labor and Industries (BOLI) in accordance with Oregon Revised Statute (ORS) 659A.820.

Corrected 8/03/22

Code: GBC
Adopted: 2/11/10
Revised/Readopted: 10/14/10; 4/09/14; 4/13/16
Orig. Code: GBC

Staff Ethics

I. Prohibited Use of Official Position for Financial Gain
~~I. Conflict of Interest~~

No district employee will attempt to use their~~his/her~~ district position to obtain ~~personal financial benefit or avoidance of financial detriment or~~ financial gain or avoidance of financial detriment for themselves, relatives, members of household ~~members~~ or for any business with which the employee, a household member or relative is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the district employee's employment with the district.

This prohibition does not apply to any part of an official compensation package as approved by the Board, honorarium ~~allowed by ORS 244.042~~, reimbursement of expenses, or unsolicited awards of professional achievement. Further, this prohibition does not apply to gifts from one without a legislative or administrative interest. Nor does it apply if the gift is under the $50 gift limit for one who has a legislative or administrative interest in any matter subject to the decision or vote of the district employee.

The employee may receive district or school logo apparel as part of the employee's official compensation package.

District employees will not engage in, or have a financial interest in, any activity that raises a reasonable question ~~of conflict of interest with their duties and responsibilities as staff members~~ regarding the use of their official position in regard to their duties and responsibilities as district employees. This would also apply to any personal financial benefit for the district employee's relative or member of household of the employee, or any business with which the district employee or a relative or member of the household of the district employee is associated.

This means that:

1. Employees, relatives or members of the district employee's household will not use the employee's~~their~~ position to obtain financial gain or avoidance of financial detriment from students, parents or staff;

2. Any device, publication or any other item developed during the employee's paid time shall be district property;

3. Employees will not further personal gain through the use of confidential information gained in the course of or by reason of position or activities in any way;

4. No district employee may serve as a Board~~board~~ or budget committee member in the district;

5. An employee will not perform any duties related to an outside job during his/her regular working hours or during the additional time that he/she needs to fulfill the position's responsibilities; nor will an employee use any district facilities, equipment or materials in performing outside work;

6. If an employee authorizes a public contract, the employee may not have a direct beneficial financial interest in that public contract for two years after the date the contract was authorized.

If a district~~an~~ employee has a potential or actual conflict of interest, the district employee must notify his/her supervisor in writing of the nature of the conflict and request that the supervisor dispose of the matter giving rise to the conflict. This must be done on each occasion the district employee is met with a conflict of interest.

"Potential conflict of interest" means any action or any decision or recommendation by a district employee that could result in a financial benefit or detriment for self or relatives or for any business with which the district employee or relatives are associated, unless otherwise provided by law.

"Actual conflict of interest" means any action or any decision or recommendation by a district employee that would result in a financial benefit or detriment for self or relatives or for any business with which the district employee or relatives are associated, unless otherwise provided by law.

In order to avoid violation of nepotism provisions~~both potential~~ and district policy~~actual conflicts of interests~~, district employees must abide by the following ~~rules~~ when an employee's relative or member of the household of the district employee, is seeking and/or holds a position with the district:

1. A district employee may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or a member of the household, unless he/she complies with the conflict of interest requirements of Oregon Revised Statute (ORS)~~ORS~~ Chapter 244. This rule does not apply to employment decisions regarding unpaid volunteer position, unless it is a Board~~board~~-related position;~~.~~

2. A district employee may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or a member of the household. An employee may still serve as a reference, provide a recommendation, or perform other acts that are part of the normal job functions of the employee;~~.~~

3. More than one member of an employee's family may be hired as a regular district employee. In accordance with Oregon law, however, the district may refuse to hire individuals, or may transfer current employees, in situations where an appointment would place one family member in a position of exercising supervisory, appointment or grievance adjustment authority over another member of the same family.

4. In employing and assigning classified or licensed personnel, an individual shall not be placed in a position where ~~s/he~~they will supervise or be supervised by a member of the individual's family. Two members of the same family will not be employed in the central administration business office. Marriages between employees which create such relationships will not of themselves cause dismissal, but one employee will be transferred to another building.

Provisions of this policy shall apply to part-time and temporary personnel. Substitute employees shall be exempt from the provisions of this policy.

In the *conflict of interest context:*

"Member of household" means any person who resides with the employee.

"Relative" means: the spouse[1], parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the employee; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides benefits[2] to the employee, or who receives any benefit from the employee's public employment.

~~Provision of this policy shall apply to part-time and temporary personnel. Substitute employees shall be exempt from the provisions of this policy.~~

~~Marriages between employees which create such relationships will not of themselves cause dismissal, but one employee will be transferred to another building.~~

II. Gifts

District employees must comply with the following rules involving gifts:

Employees are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of $50 from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. All gift -related provisions apply to the employee, their relatives, and members of their household. The $50 gift limit applies separately to the employee, and to the employee's relatives or members of household, meaning that the employee and each member of their household and relative can accept up to $50 each from the same source/gift giver. A gift may be received by the district employee from, but not limited to, another district employee, a student or parent of a student or a vendor within the $50 gift limit. Except for exclusions in ORS 244.040(2), an item received by an employee from the district is prohibited.

"Gift" means something of economic value given to an employee without valuable consideration of equivalent value, which is not extended to others who are not public officials on the same terms and conditions.

"Relative" means: the spouse[3], parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the employee; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides benefits[4] to the employee, or who receives any benefit from the employee's public employment.

[1] The term spouse includes domestic partner.

[2] Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

[3] Ibid. p. ~~2~~3

[4] Ibid. p. 3~~2~~

"Member of the household" means any person who resides with the employee.

Determining the Source of Gifts

Employees, the employee's relatives or members of the employee's household~~Employees~~ should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the gift. It is the employee's personal responsibility to ensure that no single source provides gifts exceeding an aggregate value of $50 in a calendar year, if the source has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. If the giver does not have a legislative or ~~/~~administrative interest, the $50 limit does~~ethics rules on gifts do~~ not apply and the employee need not keep track of it, although they are advised to do so anyway in case of a later dispute.

Determining Legislative and Administrative Interest

A "legislative or administrative interest" means an economic interest, distinct from that of the general public, in any action subject to the official decision of an employee.

A "decision" means an act that commits the district to a particular course of action within the employee's scope of authority and that is connected to the source of the gift's economic interest. A decision is not a recommendation or work performed in an advisory capacity. If a supervisor delegates the decision to a subordinate but retains responsibility as the final decision maker, both the subordinate and supervisor's actions would be considered a ~~"~~decision.~~"~~

Determining the Value of Gifts

The fair market value of the merchandise, goods, or services received will be used to determine benefit or value.

"Fair market value" is the dollar amount goods or services would bring if offered for sale by a person who desired, but was not obligated, to sell and purchased by one who is willing, but not obligated, to buy. Any portion of the price that was donated to charity, however, does not count toward the fair market value of the gift if the employee does not claim the charitable contribution on personal tax returns. Below are acceptable ways to calculate the fair market value of a gift:

1. In calculating the per person cost at receptions or meals the payor of the employee's admission or meal will include all costs other than any amount donated to a charity.

   For example, a person with a legislative or administrative interest buys a table for a charitable dinner at $100 per person. If the cost of the meal was $25 and the amount donated to charity was $75, the benefit conferred on the employee is $25. This example requires that the employee does not claim the charitable contribution on personal tax returns.

2. For receptions and meals with multiple attendees, but with no price established to attend, the source of the employee's meal or reception will use reasonable methods to determine the per person value or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:

a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;
b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
c. The source calculates the actual amount spent on the employee.

3. Upon request by the employee, the source will give notice of the value of the merchandise, goods, or services received.

4. Attendance at receptions where the food or beverage is provided as an incidental part of the reception is permitted without regard to the fair market value of the food and beverage provided.

Value of Unsolicited Tokens or Awards: Resale Value~~value~~

Employees may accept unsolicited tokens or awards that are engraved or are otherwise personalized items. Such items are deemed to have a resale value under $25 (even if the personalized item cost the source more than $50), unless the personalized item is made from gold or some other valuable material that would have value over $25 as a raw material.

Entertainment

Employees may not solicit or accept any gifts of entertainment over $50 in value from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision of the employee unless:

1. The entertainment is incidental to the main purpose of another event (i.e., a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or

2. The employee is acting in their official capacity for a ceremonial purpose.

   Entertainment is ceremonial when an employee appears at an entertainment event for a "ceremonial purpose" at the invitation of the source of the entertainment who requests the presence of the employee at a special occasion associated with the entertainment. Examples of an appearance by an employee at an entertainment event for a ceremonial purpose include: throwing the first pitch at a baseball game, appearing in a parade and ribbon cutting for an opening ceremony.

Exceptions

The following are exceptions to the ethics rules on gifts that apply to employees:

1. Gifts from ~~"~~relatives~~"~~ and ~~"~~members of the household~~"~~ to the employee are permitted in an unlimited amount; they are not considered gifts under the ethics rules;

2. Informational or program material, publications, or subscriptions related to the recipient's performance of official duties;

3. Food, lodging, and travel generally count toward the $50 aggregate amount per year from a single source with a legislative or ~~/~~administrative interest, with the following exceptions.~~:~~

a. *Organized Planned Events*. Employees are permitted to accept payment for travel conducted in the employee's official capacity, for certain limited purposes:

(1) Reasonable expenses (i.e., food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the $50 aggregate amount IF:

(a) The employee is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND

(i) The giver is a unit of a:

1) Federal, state, or local government;
2) An Oregon or federally recognized Native American Tribe; OR
3) Nonprofit corporation.

(b) The employee is representing the district:

(i) On an officially sanctioned trade-promotion or fact-finding mission; OR
(ii) Officially designated negotiations or economic development activities *where receipt of the expenses is approved in advance by the superintendent*.

The purpose of the~~this~~ exception in a. above is to allow employees to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.

4. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the employee is representing the district.

"Reception" means a social gathering. Receptions are often held for the purpose of extending a ceremonial or formal welcome and may include private or public meetings during which guests are honored or welcomed. Food and beverages are often provided, but not as a plated, sit-down meal;

5. Food or beverage consumed by employee acting in an official capacity in the course of financial transactions between the public body and another entity described in ORS 244.020(7~~6~~)(b)(I)(i);

6. Waiver or discount of registration expenses or materials provided to employee at a continuing education event that the employee may attend to satisfy a professional licensing requirement;

7. An item~~A gift~~ received by the employee as part of the usual or customary practice of the employee's~~board member's~~ private business, employment or position as a volunteer that bears no relationship to the employee's district employment;

8. Reasonable expenses paid to employee for accompanying students on an educational trip.

Honoraria

An employee may not solicit or receive, whether directly or indirectly, honoraria for the employee or any relative or member of the household ~~or relative~~ of the employee if the honoraria are solicited or received in connection with the official duties of the employee.

The honoraria rules do not prohibit the solicitation or receipt of an honorarium or a certificate, plaque, commemorative token, or other item with a value of $50 or less; or the solicitation or receipt of an honorarium for services performed in relation to the private profession, occupation, avocation, or expertise of the employee.

END OF POLICY

Legal Reference(s):

ORS 244.010 - 244.400
ORS 332.016
ORS 659A.309
OAR 199-005-0001 - 199-020-0020
OAR 584-020-0040

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

Corrected 8/03/22

Code: GBC-AR
Revised/Reviewed: 2/11/10; 9/10/14; 8/14/19
Orig. Code: GBC-AR

Staff Ethics

Include an example of child care when on duty

District employees are allowed financial benefits as identified in Oregon Revised Statute (ORS) 244.040(2), such as their official compensation package, reimbursed expenses, limited honoraria and unsolicited awards for professional achievement. District employees are prohibited from using or attempting to use his/her district position to obtain a financial gain or to avoid a financial detriment for the district employee, a relative or member of the household of the employee, or any business with which the employee or a relative or member of the household of the employee is associated, if the opportunity for financial gain or avoidance of a financial detriment would not otherwise be available but for the employee's position with the district. Specifically, this means that:

1. Employees will not use district equipment for personal use, unless it is available to a significant segment of the general public. This includes, but is not limited to, the personal use of the district's:

   a. Fax machine[1];
   b. Phones to make long distance personal calls;
   c. District vehicles;
   d. Professional technology equipment (e.g., wood shop, automotive shop, CAD); and
   e. Athletic facilities (e.g., pool or weight room).

   Further, the district's supplies, facilities, equipment, employees, records or any other public resources are not to be used to engage in private business interests. For example, the district's computer cannot be used to sell products on an auction website during school hours.

2. When employees are traveling on official district business, any gift given because of this travel must be either declined or passed on to the district for use for future district travel. For example, if the hotel where the employee is staying gives the employee a free night's stay on a future visit, this must be declined or given back to the district for future district travel. The frequent flyer miles earned when traveling on official district business can only be used for district travel. If the employee's spouse is traveling with the employee, the employee is responsible for all additional charges (i.e., additional room charge).

3. Employees may not use personal credit cards for district travel or other district business and receive incentives such as cash reimbursements, frequent flyer miles and other benefits based upon the dollar amount of purchases made.

[1] The district could establish a fee schedule that would allow only district employees to pay for the personal use of the district fax machines. If the district established a fee schedule for the use of fax machines the fee schedule must be equal to or exceed the prevailing rates offered at commercial businesses.

4. Employees may not use discounts offered by private companies for the employee's personal benefit if the discount is only offered because of the employee's official position. For example, an office supplies store provides all teachers a 10 percent discount. Because the teachers are receiving this discount only because of their official position, they cannot use the discount to purchase personal items. Teachers may use the discount to purchase items for district use. Employees can also accept the discount if it is also available to a substantial segment of the population who are not public officials.

5. Employees may accept free passes to district extracurricular events if they are attending these events in their official capacity (i.e., chaperoning, ticket sales or managing concession sales).

6. The employee's district position is not to be used to take official action that could have a financial impact on a private business with which, the employee, ~~or~~ a relative or member of the employee's~~your~~ household are associated. For example, if the employee's brother owns a pest-control business which is seeking a contract with the district, and the employee is part of the decision-making process, the employee must declare an actual conflict of interest in writing, describing the nature of the employee's conflict, and provide this to the employee's supervisor.

7. Confidential information gained as a district employee is not to be used to obtain a financial benefit for the employee, a relative or member of the employee's~~public official's~~ household or a business with which any are associated. For example, the employee should not use the information that a student in ~~his/her~~their class is falling behind in math to provide the parents a referral to the employees' sister's tutoring business.

8. District employees who mentor student teachers may not receive direct payments from sponsoring colleges or universities. The payment may be provided by the college or university to the district, which can then distribute the compensation to the teachers as an element of their official compensation package.

9. District employees must follow Oregon Government Ethics Commission guidelines for outside employment if the employee acts as a chaperone for student group trips on personal time and the district employee accepts compensation in the form of travel expenses from a private business or organization.

   Specifically, district employees must conduct all activities related to the trip on personal time and cannot use the classroom or school environment to plan the off-campus trip. Employees may use district facilities for this purpose only if they comply with the district's public use of facilities policy. It is not an ethics violation for the employee to accept reasonable expenses for accompanying students on an education trip.

   These restrictions do not apply if the teacher is chaperoning students on a fact-finding mission that is officially sanctioned by the Board. ~~board. The definition of a fact-finding mission is, in part, any activity related to a cultural or educational purpose. See OAR 199-005-0020(4)(a). The district employee must be directly and immediately associated with the event or location being visited. If a district employee only acts as a chaperone and does not provide instruction or guidance for the students in language usage or cultural events, the trip may not meet the requirements of ORS 244.020(7)(b)(H)(i). Further, the employee can only accept the reimbursement of reasonable travel expenses from the private company, not any further compensation.~~

~~These restrictions do not apply if the district compensates the district employee for chaperoning the trip.~~

Corrected 8/03/22

Code: GBCA
Adopted: 12/14/11
Orig. Code: GBCA; GBCBC

Staff Dress, Grooming and Religious Dress

*(moved from GBCBC)*Teacher, clerical and administrator personal appearance shall be neat, clean, and in good taste to maintain a high standard of professionalism. Extremes should be avoided in both grooming and attire.

All employees, regardless of work duties, are expected to set an example for students in good grooming. It is the building or district department administrator's responsibility to see ~~that this is done~~this accomplished.

All staff, when on duty, shall be allowed to wear religious attire, in accordance with the employee's sincerely-held religious beliefs, while maintaining religious neutrality and refraining from endorsing religion in the educational environment.

The district retains the authority to specify religious dress guidelines for staff that will prevent such matters from having an adverse impact on the educational process.

~~The superintendent may develop administrative regulations to implement this policy.~~

END OF POLICY

Legal Reference(s):

ORS 243.650(7)
ORS 327.109
ORS 332.107
ORS 339.351
ORS 659.850
ORS 659A.030

OR. CONST., art. I, § 5.
U.S. CONST. amend. I.

Corrected 8/03/22

DELETE

Code: GBCAA
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GBCAA

Nepotism

(This is covered in policy GBC and there is a different definition that applies.)

Family shall be defined as spouse[1] of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.(definition comes from Family Leave ORS 659.150.)

END OF POLICY

Legal Reference(s):

ORS 244. 175 - 179
ORS 332.016
ORS 332.107
ORS 659A.309

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS (2008).

Corrected 8/03/22

[1] The term spouse includes domestic partner.

Code: GBCBA
Adopted:

Alcohol/Controlled Substance Use

The following conduct is strictly prohibited and will subject an employee to immediate discipline, up to and including termination:

1. The buying, selling, transporting, possessing, providing or using of intoxicants, including alcohol or any controlled substances as defined by law, while on district property, during work hours (including meal periods), while assigned to extra duty or special projects, including those held after or in addition to regular school hours and while driving between worksites during the workday in either a district-supplied vehicle or a vehicle supplied by the employee;

2. Reporting for work under the influence of alcohol, intoxicants or any controlled substance. An individual is considered to be "under the influence of alcohol, intoxicants and/or a controlled substance" when, in the district's determination, the controlled substance, alcohol or intoxicant is at a level that it may impair the individual's ability to safely and/or efficiently perform assigned work OR prevent the employee from presenting a positive role model to students.

The district reserves the right, with prior notice and reasonable suspicion, to conduct searches of district property, vehicles or equipment at any time. A refusal to submit to a search may result in disciplinary action, up to and including dismissal.

The superintendent or designee will develop procedures, consent forms and such notifications as are needed for an orderly implementation of this policy.

END OF POLICY

Legal Reference(s):

ORS Chapter 475
ORS 657.176
ORS 659.840
ORS 659A.300

OAR 581-053-0220(3)(h)
OAR 581-053-0230(9)(t)
OAR 581-053-0330(1)(n),(o)
OAR 581-053-0420(3)(c)
OAR 581-053-0430(13),(14)

OAR 581-053-0531(12),(13)
OAR 581-053-0615(2)(c)(D)(ii)
OAR 581-053-0620(1)(s)
OAR 584-020-0040
OAR 839-006-0200 to -0265

Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2016). Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016). Americans with Disabilities Act Amendments Act of 2008.

Corrected 8/03/22

Code: GBCBB
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GBCBB

Personal Conduct

It is automatically expected that employees will conduct themselves in a responsible manner in all relationships with students, parents, co-workers and supervisors.

It is expected that district policies, programs, and personnel will be consistently supported in a way that will bring respect to the school system. District support of the schools can only be obtained when a united, cohesive front is presented to the public.

Personal dissatisfactions should be handled through appropriate channels.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 8/03/22

Code: GBCBC
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GBCBC

Personal Attire

(Suggest moving language to GBCA and change title)

Teacher, clerical and administrator personal appearance shall be neat, clean, and in good taste to maintain a high standard of professionalism. Extremes should be avoided in both grooming and attire.

All employees, regardless of work duties, are expected to set an example for students in good grooming. It is the building or district department administrator's responsibility to see that this is done.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 8/03/22

DELETE

Code: GBCBD
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GBCBD

Moving Violations

Any moving violation by an employee driving a district-owned vehicle will be paid by the employee.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 8/03/22; Corrected (delete) 8/18/22

DELETE

Code: GBD
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GBD

Board-Staff Communications

The Boardboard desires to maintain open communication channels between itself and the staff. The basic line of communication will be through the superintendent. ThisHowever, this policy does not restrict protected labor relations communications of bargaining unit members. The superintendent will develop and recommend to the Board,board processes for communications between the Boardboard and district employees.

Communications or reports to the Boardboard or Boardboard committee from any staff member or members should be submitted through the superintendent. This procedure will not be construed as denying the right of any employee to address the Boardboard about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district.

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will communicate as appropriate to keep staff fully informed of the Board'sboard's concerns and actions.

END OF POLICY

Legal Reference(s):

OAR 581-022-2405

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).
Lebanon Education Association/OEA v. Lebanon Community School District, 22 PECBR 323 (2008).

Corrected 8/03/22

Code: GBDA
Adopted: 10/14/10
Revised/Readopted: 5/13/15; 8/28/19
Orig. Code: GBDA

Mother Friendly Workplace

The district recognizes that a normal and important role for mothers is to have the option and ability to express milk or breast-feed in the workplace. Employees must give notice of intent to express milk or breast-feed to ~~your~~ the building administrator. ~~Unless otherwise agreed upon by the district and the employee, t~~The district shall provide the employee a ~~30-minute~~reasonable rest period to express milk or breast-feed ~~during each 4-hour work period, or the major part of a 4-hour work period, to be taken by the employee approximately in the middle of the work period~~each time the employee has a need to express milk or breast-feed. If feasible, the employee will take the rest period at the same time as the rest periods or meal periods provided by the district.

The district will make a reasonable effort to provide a location, other than a public restroom or toilet stall, in close proximity to the employee's work area, where an employee can express milk or breast-feed in private, concealed from view and without intrusion by other employees or the public. "Close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. If a private location is not within close proximity to the employee's work area, the district may not include the time taken to travel to and from the location as part of the break period.

The following locations have been identified in each facility for milk expression or breast-feeding:

1. District office: Single use ADA restroom with lock, private seating area, outlet and sink, at Salish Ponds Elementary;

2. Elementary Schools:

- Alder: Locking file room-adjacent to Principal's office.
- Davis: Principal's office and PE office in gym.
- Fairview: Room 222.
- Glenfair: Storage room in vack of room 11. Private space and meets all requirements.
- Hartley: Conference room.
- Margaret Scott: Principal's office; classroom (teacher's own, with door locked and sign posted "do not disturb"; closet in modular bldg.; shower room; mini kitchen in music room.
- Salish Ponds: Three locations: downstairs in principal's office; single use ADA restroom with lock, private seating area, outlet and sink; upstairs in the book room there is office space.
- Sweetbriar: Conference room in main office.
- Troutdale: "The Sandy Lodge" room 107 on main floor, across from cafeteria.
- Wilkes: Music room, with private entrance and mini fridge to store breast milk.

- Woodland: Suite C.

3. Middle schools (MS):

   - HB Lee MS: PE Teacher office in girl's locker room-has locking door and bathroom next door.
   - Reynolds MS: Room 611-Nurses are located here.
   - Walt Morey MS: Room 130A-Next door to Library.

4. Reynolds High School: Main building, room #85.

5. Reynolds Learning Academy: Nurse's office with locking door and sink.

6. Transportation (two locations): ~~Two locations:~~ Coordinator's office and ~~S~~supervisor's office.

7. Facilities/Operations: Facilitator's office that locks in facilities building; women's only bathroom in building B West.

8. Other facility locations and designated locations:

   - Arts & Communication Bldg.: 2nd floor, private restroom.
   - Edgefield, Bldg. A (Professional Development Center): Private, locking restroom
   - Edgefield, Bldg. G: Debra Miller's office (no room #)
   - Edgefield, Bldg. H Heather Finkas' office (no room #)
   - IT/Media Private women's restroom
   - Nutrition Services Private, locking restroom in nutrition services office in warehouse.

An employee who expresses milk during work hours may use the available refrigeration to store the expressed milk. The district must allow the employee to bring a cooler or other insulated food container to work for storing the expressed milk and ensure there is adequate space in the workplace to accommodate the employee's cooler or insulated food container.

This policy and the list of designated locations is published in the employee handbook. The list of designated locations is available upon request in the central office of each school facility and in the district's central office.

This policy only applies to employees who are expressing milk or breast-feeding for children 18 months of age or younger.

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 653.077
ORS 653.256
OAR 839-020-0051

Corrected 8/03/22; Corrected 9/14/22

Code: GBE
Adopted: 10/14/10
Orig. Code: GBE

Staff Health and Safety

The ~~b~~Board authorizes the superintendent to take appropriate means to provide for the health and safety of all employees while engaged in the performance of their duties.

The superintendent or designee, in consultation with district and building safety committees, will develop training and written procedures necessary to accomplish this goal and to meet the requirements of the law.

All employees shall conduct their work in compliance with the safety rules of the district. The superintendent or designee will provide staff members with the Safety Data Sheets (SDS), which must accompany any hazardous substance used in the school setting.

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 329.095
ORS 453.001 to -453.275

OAR 437-001-0760
OAR 437-002-0020 to -~~0075~~0081
OAR 437-002-0134
OAR 437-002-0140
OAR 437-002-0141
OAR 437-002-0144
OAR 437-002-0145
OAR 437-002-0161
OAR 437-002-0180 to -0182
OAR 437-002-0187
OAR 437-002-0360 - 0363
OAR 437-002-0368
OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391
OAR 581-022-2225

Corrected 8/03/22

Code: GBE-AR
Revised/Reviewed: 10/14/10
Orig. Code: GBE-AR

Staff Health and Safety - Safety Rules

Employees shall conduct their work in compliance with the safety rules of the district such as:

1. All injuries shall be reported immediately to the person in charge or other responsible representative of the district;

2. It is the duty of all employees to make full use of safeguards provided for their protection. It shall be the employee's responsibility to abide by and perform the following requirements:

    a. An employee shall not operate a machine unless guard or method of guarding is in good condition, working order, in place and operative;
    b. An employee shall stop the machine or moving parts and properly tag-out or lock-out the starting control before oiling, adjusting or repairing, except when such machine is provided with means of oiling or adjusting that will prevent possibility of hazardous contact with moving parts;
    c. An employee shall not remove guards or render methods of guarding inoperative except for the purpose of adjustment, oiling, repair or setting up a new job;
    d. Employees shall report to their supervisor any guard or method of guarding that is not properly adjusted or not accomplishing its intended function;
    e. Employees shall not use their hands or any portion of their bodies to reach between moving parts or to remove jams, hang-ups, etc. (Use hook, stick, tong, jig or other accessory.);
    f. Employees shall not work under objects being supported that could accidentally fall (such as loads supported by jacks, the raised body of a dump truck, etc.) until such objects are properly blocked or shored;
    g. Employees shall not use defective tools or equipment. No tool or piece of equipment should be used for any purpose for which it is not suited and none should be abused by straining beyond its safe working load.

3. Employees shall not remove, deface or destroy any warning, danger sign or barricade or interfere with any other form of accident prevention device or practice provided which they are using or which is being used by any other worker;

4. Employees must not work underneath or over others thereby exposing them to a hazard without first notifying the other employee(s) or seeing that proper safeguards or precautions have been taken;

5. Employees shall not work in unprotected, exposed or hazardous areas under floor openings;

6. Long or unwieldy articles shall not be carried or moved unless adequate means of guarding or guiding are provided to prevent injury;

7. Hazardous conditions or practices observed at any time shall be reported as soon as practicable to the person in charge or some other responsible representative of the employer;

8. Employees observed working in a manner which might cause immediate injury to either themselves or other workers shall be warned of the danger;

9. Before leaving a job, workers shall correct, or arrange to give warning of, any condition which might result in injury to others unfamiliar with existing conditions;

10. Good housekeeping methods shall be observed in all operations. Materials shall be so handled and stored as to minimize falling, tripping or collision hazards;

11. Working and storage areas and passageways shall be kept free of unnecessary obstructions. No loose object shall be placed in any area where its presence will necessitate employees crowding between such objects as moving machinery, steam pipes or other objects with which contact would be dangerous;

12. Any materials which might cause an employee to slip or fall shall be removed from floors and other treading surfaces immediately or suitable means or methods shall be used to control the hazardous condition;

13. All sharp, pointed or otherwise hazardous projections in work areas shall be removed or rendered harmless.

Corrected 8/03/22; Corrected (re-reviewed) 9/07/22

Code: GBEA
Adopted:

Workplace Harassment

Workplace harassment is prohibited and shall not be tolerated. This includes workplace harassment that occurs between district employees or between a district employee and the district in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district and a district employee off district premises. Elected school board members, volunteers and interns are subject to this policy.

Any district employee who believes they have been a victim of workplace harassment may file a report with the district employee designated in the administrative regulation GBEA-AR - Workplace Harassment Reporting and Procedure, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process or under any other available law. The reporting of such information is voluntary. The district employee making the report is advised to document any incidents of workplace harassment.

"Workplace harassment" means conduct that constitutes discrimination prohibited by Oregon Revised Statute (ORS) 659A.030 (discrimination in employment based on race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age, or expunged juvenile record), including conduct that constitutes sexual assault[1] or that constitutes conduct prohibited by ORS 659A.082 (discrimination against person in uniformed service) or 659A.112 (discrimination in employment based on disability).

The district, upon receipt of a report from a district employee who believes they are a victim of workplace harassment, shall provide information about legal resources and counseling and support services, including any available employee assistance services. The district employee receiving the report, whether a supervisor of the employer or the district employee designated to receive reports, is advised to document any incidents of workplace harassment, and shall provide a copy of this policy and accompanying administrative regulation to the victim upon their disclosure about alleged workplace harassment.

All incidents of behavior that may violate this policy shall be promptly investigated.

Any person who reports workplace harassment has the right to be protected from retaliation.

The district may not require or coerce a district employee to enter into a nondisclosure[2] or nondisparagement[3] agreement.
The district may not enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, that contains a nondisclosure provision, a nondisparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace harassment that occurred between district employees or between a district employee and the district, in the workplace or at a work-

[1] "Sexual assault" means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

[2] A "nondisclosure" agreement or provision prevents either party from disclosing the contents of or circumstances surrounding the agreement.

[3] A "nondisparagement" agreement or provision prevents either party from making disparaging statements about the other party.

related event that is off district premises and coordinated by or through the district, or between a district employee and employer off district premises.

The district may enter into a settlement agreement, separation or severance agreement that includes one or more of the following provisions only when a district employee claiming to be aggrieved by workplace harassment requests to enter into the agreement: 1) a nondisclosure or nondisparagement provision; 2) a provision that prevents disclosure of factual information relating to the claim of workplace harassment; or 3) a no-rehire provision that prohibits the employee from seeking reemployment with the district as a term or condition of the agreement. The agreement must provide the district employee at least seven days after signing the agreement to revoke it.

If the district determines in good faith that an employee has engaged in workplace harassment, the district may enter into a settlement, separation or severance agreement that includes one or more of the provisions described in the previous paragraph.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop workplace harassment, prevent its recurrence and address negative consequences. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional workplace harassment awareness training, as appropriate. Other individuals (e.g., board members, witnesses, and volunteers) whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

The district shall make this policy available to all district employees and shall be made a part of district orientation materials provided and copied to new district employees at the time of hire.

The superintendent will establish a process of reporting incidents of workplace harassment and the prompt investigation.

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 243.317 - 243.323
ORS 659A.001
ORS 659A.003
ORS 659A.006
ORS 659A.029
ORS 659A.030
ORS 659A.082
ORS 659A.112
ORS 659A.370
ORS 659A.820
ORS 659A.875
ORS 659A.885
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).
~~House Bill 3041 (2021)~~

Corrected 8/03/22

PROPOSED

Code: GBEA-AR(1)
Revised/Reviewed:

Workplace Harassment Reporting and Procedure

Any district employee who believes they have been a victim of workplace harassment may file an oral or written report consistent with this administrative regulation, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process, or under any other available law.

Additional information regarding the filing of a report may be obtained through the principal, compliance officer or superintendent.

A complaint alleging an unlawful employment practice as described in ORS 659A.030, 659A.082, 659A.112 or ORS 659A.370 must be filed no later than five years after the occurrence of the alleged unlawful employment practice.

All documentation related to workplace harassment complaints may become part of the personnel file of the employee who is the alleged harasser, as appropriate. Additionally, a copy of all workplace harassment reports, complaints, and documentation will be maintained by the district as a separate confidential file and stored in the district office.

Investigation Procedure

The executive director of human capital management (HCM) or designee are responsible for investigating reports concerning workplace harassment. The investigator(s) shall be a neutral party having had no involvement in the report presented. If the alleged workplace harassment involves the executive director, the employee may report to deputy superintendent or designee. All reports of alleged workplace harassment behavior shall be investigated.

The investigator shall:

1. Document the alleged, reported incident of workplace harassment;

2. Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee;

3. Provide a copy of the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee; and

4. Complete the following steps:

Step 1 Promptly initiate an investigation. The investigator will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation, including the response of the alleged harasser, shall be

reduced to writing. The investigator shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

If the investigator in Step 1 was not the deputy superintendent, a copy of the report, complaint, or other documentation about the incident, and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the workplace harassment incident, including disciplinary action taken or recommended, shall be forwarded to the deputy superintendent.

Step 2 If a complainant is not satisfied with the decision at step 1, the complainant may submit a written appeal to the deputy superintendent. Such appeal must be filed within 10 calendar days after receipt of the step 1 decision. The deputy superintendent shall review the investigator's report and findings. The deputy superintendent will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The deputy superintendent shall provide a written decision to the complainant within 10 working days after receipt of the appeal.

Step 3 If a complainant is not satisfied with the decision at step 2, the complainant may submit a written appeal to the superintendent. Such appeal must be filed within 10 calendar days after receipt of the step 2 decision. The superintendent shall review the investigator's report and findings. The superintendent may arrange such meetings with the complainant and other affected parties as deemed necessary by the superintendent to discuss the appeal. The superintendent shall provide a written decision to the complainant within 10 working days after receipt of the appeal.

Step 4 If a complainant is not satisfied with the decision at Step 3, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board will review the findings and conclusion of the superintendent in a public meeting to determine what action is appropriate. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's decision as the district's final decision.

If the Board conducts a hearing, the complainant shall be given an opportunity to present the appeal at a Board meeting. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The parties involved may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues. The Board shall decide, within 30 days, in open session what action, if any, is warranted. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

If the Board chooses not to hear the appeal, the superintendent's decision in Step 3 is final.

PROPOSED

Reports involving the superintendent should be referred to the Board chair on behalf of the Board. The Board chair will cause the information[1] required to be issued to the complainant as described in this administrative regulation. The Board chair shall present the complaint to the Board at a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The Board shall decide, within 30 days, in open session what action if any is warranted. The Board chair shall notify the complainant in writing within 10 days that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Follow-up Procedures

The executive director of HCM or designee will follow up with the district employee of the alleged harassment once every three months for the calendar year following the date on which the executive director of HCM or designee received a report of harassment, to determine whether the alleged harassment has stopped or if the employee has experienced retaliation. The executive director of HCM or designee will document the record of this follow-up. The executive director of HCM or designee will continue follow-up in this manner until and unless the employee directs the executive director of HCM or designee in writing to stop.

Other Reporting Options and Filing Information

Nothing in this policy prevents an employee from filing a formal grievance in accordance with a collective bargaining agreement (CBA) or a formal complaint with BOLI or the Equal Employment Opportunity Commission (EEOC); or if applicable, the U.S. Department of Labor (USDOL) Civil Rights Center. Review the CBA for any provision that requires an employee to choose between the complaint procedure outlined in the CBA and filing a BOLI or EEOC complaint.

Nothing in Board policy GBEA - Workplace Harassment or this administrative regulation prevents any person from seeking remedy under any other available law, whether civil or criminal.

An employee or claimant must provide advance notice of claim against the employer as required by ORS 30.275.

Filing a report with the U.S. Department of Labor (USDOL) Civil Rights Center.

An employee whose agency receives federal financial assistance from the USDOL under the Workforce Innovation and Opportunity Act, Mine Safety and Health Administration, Occupational Safety and Health Administration, or Veterans' Employment and Training Service, may file a complaint with the state of Oregon Equal Opportunity Officer or directly through the USDOL Civil Rights Center. The complaint must be written, signed and filed within 180 days of when the alleged discrimination or harassment occurred.

Corrected 8/03/22; Corrected 8/04/22

[1] Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee, and a copy the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee.

Code: GBEA-AR(2)
Revised/Reviewed:

Workplace Harassment Reporting or Complaint Form

Name of person making report/complainant: _____

Position of person making report/complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

_____

Description of alleged misconduct: _____

_____

_____

Name of witnesses (if any): _____

_____

_____

Evidence of workplace harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

_____

Any other information: _____

_____

_____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

A witness disclosure form is attached.

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

_____

_____

_____

_____

Any Other Information: _____

_____

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

Corrected 8/03/22

Code: GBEB
Adopted: 1/04/07
Revised/Readopted: 10/14/10; 6/13/18
Orig. Code: GBEB

Communicable Disease – Staff

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

~~The district shall comply with state law and rules and state and local health authorities' guidelines regarding communicable diseases.~~

(This is in policy EEBAA)~~The district shall use standard precautions at all times for infection control. Each situation involving the potential for the spread of a communicable disease shall be treated initially as an actual exposure.~~

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

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

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

~~The superintendent or designee will develop administrative procedures as needed to implement this policy to reduce the risk of contagion in the school setting. At a minimum, such procedures shall include staff training, first aid kits in each school and on school vehicles, sanitation kits at each school for cleanup of body fluid spills, and precautionary guidelines for body fluid cleanup and personal hygiene.~~

~~Additionally, the district shall work cooperatively in coordination with the appropriate agencies, regarding communicable disease issues.~~

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

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 431.150 - 431.157
ORS 433.001 - 433.526

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

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

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).
Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (2019).

Corrected 8/03/22

Code: GBEB-AR
Revised/Reviewed: 6/13/18
Orig. Code: GBEB-AR

Communicable Diseases – Staff

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

1. "Restrictable diseases" are defined by rule and include but are not limited to COVID-19[1], chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis ~~disease~~, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public's health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by ~~Board policy[2] or by~~ the local public health administrator after determining that it poses~~presents~~ a danger to~~significant public health risk in~~ the public's health~~school setting~~.

2. "Susceptible" for an employee means lacking evidence~~being at risk~~ of immunity to the~~contracting a restrictable~~ disease ~~by virtue of being in one or more categories described in law~~.

3. "Reportable diseases" means a ~~human reportable~~ disease~~, infection, microorganism~~ or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health ~~as specified in OAR Chapter 333, Division 18~~.

Restrictable Diseases

1. An employee of the district will not attend or work at a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19[3], unless authorized to do so under Oregon law. When an administrator has reason to suspect that an employee has a restrictable disease, the administrator shall send the employee home.

2. An~~When an~~ administrator shall exclude an employee if the administrator has reason to suspect that an employee has ~~or has~~ been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A,

[1] Added per OAR 333-019-1000(2).

[2] ~~"OAR 333-019-0010(7) Nothing in these rules prohibits a school or children's facility from adopting more stringent exclusion standards under ORS 433.284."~~

[3] "Communicable stage of COVID-19" means having a positive presumptive or confirmed test of COVID-19.

or hepatitis B, unless the local health officer determines~~any restrictable disease~~ that ~~requires~~ exclusion is not necessary to protect~~,~~ the public's health. The administrator may request~~shall send~~ the local health officer to make a determination as allowed by law~~employee home~~. If the disease is reportable, the administrator will report the occurrence to the local health department.

3. An administrator shall exclude an employee if the administrator has been notified by a local public health administrator or local public health officer that the employee has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.

4. An employee will be excluded in such instances until such time as the employee presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - -677.525, a nurse practitioner licensed under ORS 678.375 - -678.390, local health department nurse or school nurse stating that the employee does not have or is not a carrier of any restrictable disease.

~~5. An administrator will exclude a susceptible employee that has been exposed to a restrictable disease that is also a reportable disease unless the local health officer determines that exclusion is not necessary to protect the public's health, or the local health officer states the disease is no longer communicable to others or that adequate precautions have been taken to minimize the risk of transmission. The administrator may request the local health officer to make a determination as allowed by law.~~

~~6.~~5. An administrator may allow attendance of an employee restricted for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting if the restriction has been removed by a school nurse or health care provider.

~~7.~~6. More stringent exclusion standards for employees from school or work may be adopted by the local health department~~ or by the district through policy adopted by the Board~~.

~~8.~~7. The district's emergency plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Health Authority, Public Health Division and the local health department.

2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that an employee or a student has been exposed to a restrictable disease that is also a reportable disease.

3. District staff with impaired immune responses, that are of childbearing age or some other medically fragile condition, should consult with a medical provider for additional guidance.

4. An administrator shall determine other persons ~~with a legitimate educational interest~~ who may be informed of ~~the communicable nature of an individual student's disease, or~~ an employee's communicable disease, or that of a student's when a legitimate educational interest exists or for health and safety reasons, in accordance with ~~within guidelines allowed by~~ law.

Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.

2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.

3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (*See* policy EBBAA).

Corrected 8/03/22

Code: GBEBA
Adopted: 10/14/10
Revised/Readopted: 8/28/19
Orig. Code(s): GBEBA

Staff - HIV, AIDS and HBV

The district will strictly adhere in its policies and procedures, to Oregon law and Oregon Administrative Rules as they relate to staff infected with HIV, AIDS, or HBV[1].

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 342.850(8)
ORS 433.008
ORS 433.045
ORS 433.260
OAR 333-017-0000
OAR 333-018-0000
OAR 333-018-0005
OAR 581-022-2220

Corrected 8/03/22

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

Code: GBEC
Adopted: 10/14/10
Orig. Code: GBEC

Drug-Free Workplace

The district shall provide a drug-free workplace.

The purpose of this policy is to promote safety, health and efficiency by prohibiting the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol in the workplace.

This policy applies to all employees, including but not limited to, those exempt, unclassified, management service, classified and temporary employees who are paid directly or indirectly from funds received under a federal grant or contract.

The district shall provide to each employee a copy of this policy.

An employee shall not unlawfully manufacture, distribute, dispense, possess or use a controlled substance or alcohol in the workplace.

No district employee shall knowingly sell, market or distribute steroid or performance enhancing substances to kindergarten through grade 12 students with whom the employee has contact as part of employee's district duties; or knowingly endorse or suggest the use of such substances.

An employee shall, as a condition of employment, abide by the provisions of this policy.[1]

Definitions

1. "Controlled substance"~~: A controlled substance~~ shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or other drug as classified under the federal Controlled Substances Act, as modified under Oregon Revised Statute (ORS) 475.035.

2. "Alcohol"~~: Alcohol~~ shall include any form of alcohol for consumption, including beer, wine, wine coolers or liquor.

3. "Conviction"~~:~~ means ~~A~~a finding of guilt (including a plea of no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the ~~f~~Federal or ~~s~~State criminal drug statutes.

4. "Criminal drug statute"~~:~~ means ~~A~~a ~~f~~Federal or ~~s~~State criminal statute involving the manufacture, distribution, dispensation, possession or use of any controlled substance or alcohol.

[1] Districts directly receiving grants or contracts from the federal government are required to meet this obligation.

5. "Drug-free workplace": means Aa site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol.

6. Purpose*(see this section moved above)*

The purpose of this policy is to promote safety, health and efficiency by prohibiting, in the workplace, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol.

7. Applicability

This policy applies to all employees, including, but not limited to, those exempt, unclassified, management service, classified and temporary employees who are paid directly or indirectly from funds received under a federal grant or contract.

8. Prohibitions

No employee, including contractors, subcontractors and their employees, shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcohol, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation at 21 C.F.R. § 1308.11-1308.15. An employee who violates this policy is subject to disciplinary action, up to and including dismissal. Any contractor or subcontractor who violates the terms of this policy shall be subject to discipline up to and including termination of contract. The board directs the administration to ensure that companies seeking to provide contractual and/or sub-contractual services for the district are in full compliance with this policy prior to employment and/or entering into formal contracts.

9. No district employee shall knowingly sell, market or distribute steroid or performance enhancing substances to kindergarten through grade 12 students with whom the employee has contact as part of employee's district duties; or knowingly endorse or suggest the use of such substances.

10. Compliance with Policy[2]

An employee shall, as a condition of employment, abide by the provisions of this policy.

Sanctions and Remedies[1]

1. The district, upon determining that an employee has engaged in the unlawful manufacture, distribution, dispensation or possession of a controlled substance or alcohol or upon having reasonable suspicion, (under section 8 of this policythe section below,) of an employee's unlawful use of a controlled substance or alcohol in the workplace, shall, pending any criminal drug statute conviction for a violation occurring in the workplace, take appropriate action, with regard to the

[2] Districts directly receiving grants or contracts of $100,000 or more from the federal government are required to meet this obligation.

~~employee determined to be appropriate~~ which may include transfer, granting of leave with or without pay or suspension with or without pay.

Within 30 calendar days of an employee's criminal drug statute conviction for a violation occurring in the workplace, the district shall:

1. Take appropriate action, ~~with regard to the employee determined to be appropriate~~ which may include discipline up to and including termination; and/or

2. Require satisfactory participation by the employee in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement or other appropriate agency.

Basis for Reasonable Suspicion of Employee Use of Controlled Substance/Alcohol

Reasonable suspicion of employee use of an unlawful controlled substance or alcohol shall be based upon any of the following:

1. Observed abnormal behavior or impairment in mental or physical performance (~~for example~~e.g., slurred speech, ~~or~~ difficulty walking);

2. Direct observation of use in the workplace;

3. The opinion of a medical professional;

4. Reliable information concerning use in the workplace, the reliability of any such information shall be determined by employer;

5. A work-related accident in conjunction with a basis for reasonable suspicion as listed above.

Employee Assistance Program

An employee having a drug or alcohol problem is encouraged to seek assistance, on a confidential basis, under the Employee Assistance Program if such program is provided by the employer.

~~6. Leave for Participation in Abuse Assistance or Rehabilitation Program~~

The district shall, upon employee request, grant leave with or without pay to permit an employee to participate in a drug abuse assistance or rehabilitation program.

Establishment of Drug-Free Awareness Program

The district shall establish a drug-free awareness program to inform employees of the:

1. Dangers of drug abuse in the workplace;

2. Existence of and content of this policy for maintaining a drug-free workplace;

3. Availability of drug-counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed for drug abuse violations occurring in the workplace.

Notification by Employee of Conviction[1]

An employee shall, as a condition of employment, notify the district of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.

Notification by Reynolds School District of Employee Conviction

The district shall notify the appropriate federal granting or contracting agency of an employee's criminal drug statute conviction for a violation occurring in the workplace no later than 10 calendar days after receiving notice of such conviction.

~~5. Provision of Copy of Policy to Employees~~ *(see on page 1 above)*

~~The district shall provide to each employee a copy of this policy.~~

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 336.222
ORS 342.721
ORS 342.723
ORS 342.726
ORS Chapter 475
ORS 657.176
ORS 659A.127
OAR 581-022-2045
OAR 581-022-2210
OAR 584-020-0040(5)(e)

Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8106 (2012); General Principles Relating to Suspension and Debarment Actions, 34 C.F.R. §§ 84.100-84.670 (2016).
Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2016).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2012).

Corrected 8/03/22

Code: GBED
Adopted: 10/14/10
Orig. Code: GBED

~~Medical Examinations/~~Drug and Alcohol Testing for Safety Sensitive Positions

~~The district may require medical examinations after an employment offer has been made to a job applicant and before the applicant begins his/her employment duties. Any such requirement will ensure that all entering employees in the same job category will complete a medical examination regardless of disability.~~

~~All offers of employment may be made contingent on medical examination results.~~

~~Medical examinations will be conducted by a health-care professional selected by the district. District-required medical examination expenses will be paid by the district.~~

~~The successful applicant must be qualified and must be able to perform the essential functions of a position with or without reasonable accommodations. The district may withdraw an offer of employment should the medical examination reveal that the individual does not satisfy certain employment criteria under the following conditions:~~

~~1. The exclusionary criteria are job related and consistent with business necessity;~~

~~2. There is no reasonable accommodation that will enable the individual with a disability to perform the essential functions of the job;~~

~~3. The medical condition poses a direct threat to the health or safety of others in the workplace and cannot be eliminated or reduced to an acceptable level by a reasonable modification of policies, practices, procedures or by the provision of auxiliary aids or services;~~

~~4. The requested or necessary accommodation would impose an undue hardship on the district, unless funding is available through other sources. Individuals with a disability may be offered an opportunity of paying for a portion of the costs that constitutes an undue hardship or of personally providing the accommodation.~~

~~Offers of employment for certain positions shall be contingent upon successful passage of a district-required drug test.~~ The district will require post-accident drug and alcohol tests for safety-sensitive positions (e.g., ~~bus drivers,~~ heavy machinery operators, etc.) and positions in which the person is responsible for students' safety and security.[1] The district will designate when and where such testing will be conducted. The cost of the drug test shall be paid by the ~~candidate and reimbursed by the district upon~~

[1] Based on Lanier v. City of Woodburn – "Safety sensitive" may also include positions that have heavy student contact and in loco parentis responsibility (e.g., ~~,~~ teachers, administrators, paraprofessionals).

~~receipt of negative drug test results~~transportation department. ~~The district will not reimburse individuals who test positive for drugs. The offer of employment will be withdrawn from candidates who test positive for drugs.~~

Information the district receives regarding ~~medical examinations and~~ drug and alcohol testing will be collected and maintained on separate forms and in separate files apart from personnel files. All such records will be kept confidential, maintained ~~for a minimum of one year~~ and released only in accordance with provisions of the Americans with Disabilities Act or other applicable laws.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 657.176 ORS 659A.133

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317; 49 C.F.R. Parts 40, 382, 391-395 (2016).
Lanier v. City of Woodburn, 518 F3d. 1147 (9th Cir. 2008).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 8/18/22

Code: GBEDA
Adopted: 10/14/10
Revised/Readopted: 2/12/14
Orig. Code: GBEDA

Drug and Alcohol Testing and Record Query - Transportation Personnel

The district is committed to the establishment of a drug use and alcohol misuse prevention program that meets all applicable requirements of the Omnibus Transportation Employee Testing Act of 1991 (OTETA). The district or its transportation provider shall have an in-house drug and alcohol testing program or be a member of a consortium that provides testing that meets the federal regulations, and shall annually certify this information to the Oregon Department of Education (ODE). The district or its transportation provider shall comply with the reporting and pre-employment and annual query requirements of the Federal Motor Carrier Safety Administration (FMCSA).

Accordingly, all employees subject to commercial driver~~'s~~ license (CDL) requirements shall be prohibited from:

1. The use of drugs, unless a written prescription from a licensed doctor or osteopath is provided, including a statement advising that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle;

2. The use of alcohol including:

    a. While on duty;
    b. Eight hours before driving, in accordance with Oregon Administrative Rules;
    c. Eight hours following an accident;
    d. Consumption resulting in prohibited levels of alcohol in the system.

"Drugs" as used in this policy refer to controlled substances covered by the OTETA, including marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

All covered individuals offered employment with the district and district employees transferring to positions subject to the OTETA shall be required to submit to pre-employment~~preemployment~~ drug testing and a pre-employment query with FMCSA. Additionally, covered employees will be subject to reasonable suspicion, random and post-accident alcohol and drug testing. Return-to-duty and follow-up testing may also be required.

Preemployment drug testing costs will be paid for by the ~~candidate and reimbursed by the~~ district ~~upon receipt and negative drug test results~~. ~~The district will not reimburse individuals who test positive for drugs.~~ All drug and alcohol testing of ~~district~~ employees, including reasonable suspicion, random, post-accident, return-to-duty and follow-up testing costs, as applicable, will be paid for by the district. A fee associated with a pre-employment query requested by the district from FMCSA will be paid by the district. The district will comply with collective bargaining agreement provisions.

All offers of employment or transfer to covered positions with the district will be made contingent upon testing results and information obtained from a query with FMCSA. An individual who tests positive for drugs will not be hired or transferred[1]. The offer of employment or transfer will be immediately withdrawn.[2]

An offer of employment or transfer will also be immediately withdrawn from any individual who refuses drug testing and/or refuses to give consent for a query with FMCSA.

Covered employees who, under the district's reasonable suspicion, random, post-accident, return-to-duty or follow-up testing program, test positive for drugs or test with a breath alcohol content level of 0.02 or higher, will be subject to immediate disciplinary action up to and including dismissal in accordance with B~~b~~oard policy. Employees who refuse to comply with testing requirements will also be regarded as testing positive for drugs or testing with a breath alcohol content level of 0.02 or higher. Notification of available resources for evaluation and treatment will be made as required by law. Additionally, employees may be subject to CDL prohibitions and penalties under the OTETA and applicable FMCSA regulations. Covered employees who refuse consent for a query with FMCSA when required will be removed from safety-sensitive functions~~Federal Motor Carrier Safety Administration (FMCSA) regulations~~.

In accordance with the provisions of 49 C.F.R. § 40.21(c)(2), and in its ongoing effort to protect the interests of employees in fairness and confidentiality, the district will ensure:

1. The district's policy and administrative regulation are distributed to all covered employees;

2. No information about the confirmed positive, adulterated or substituted test results, or the reason for the employee's temporary removal from performing safety-sensitive functions, becomes available, directly or indirectly to others in the district or subsequently to another employer, other than the employee, the MRO and the designated district official;

3. No adverse action affecting the employee's pay and benefits will be taken pending the completion of the MRO's verification process. This includes continuing to pay the employee during the period of the stand-down in the same way the district would have paid them had they not been stood down;

4. The verification process will commence no later than the time an employee is temporarily removed from the performance of safety-sensitive functions and that the period of "stand down" for any employee will not exceed five days, unless the district is informed in writing by the MRO that a longer period is needed to complete the verification process.

Following successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert (i.e., employee assistance professional, substance abuse professional or qualified drug and alcohol counselor) the employee will be permitted to return to duty. The district will ensure that prior to the employee participating in a safety-sensitive function, the employee shall be

[2] The district may elect to allow an individual who tests positive for drugs or tests with a breath alcohol content level of 0.02 or higher to reapply for district employment or transfer to a covered position at a later date. At that time, the individual will again be tested for the presence of drugs [and alcohol], if required by the district. A district employee considered for transfer to an OTETA-covered position who tests positive for drugs or tests with a breath alcohol content level of 0.02 or higher will be subject to all district policies and regulations including the district's Drug-Free Workplace policy.

required to undergo a return-to-duty testing with a result indicating a breath alcohol content level of less than 0.02 and/or a verified negative test result for drug use, as appropriate. The district may incorporate employee monitoring and include non-OTETA follow-up testing as part of its return-to-duty procedures under the district's self-identification program.

END OF POLICY

Legal Reference(s):

ORS 657.176
ORS 825.415
ORS 825.418

OAR 581-053-0220(3)(h)
OAR 581-053-0230(9)(t)
OAR 581-053-0420(4)(b)(B)(ii)
OAR 581-053-0430(13),(14)

OAR 581-053-0531(12),(13)
OAR 581-053-0615(2)(c)(D)(ii)
OAR 581-053-0620(1)(d)

Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317 (2012); 49 C.F.R. Parts 40, 382, 391-395 (2019).

Corrected 8/18/22

Code: GBEDA-AR
Revised/Reviewed: 1/04/07; 10/14/10; 2/12/14
Revised/Readopted: 6/13/18
Orig. Code: GBEDA-AR

Drug and Alcohol Testing - Transportation Personnel

(Version 1)

Prohibited Activities

Prohibited activities related to this policy are:

1. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration at or in excess of standards set by the Federal Highway Administration (FHWA).

   The use of drugs[1], unless a written prescription from a licensed doctor or osteopath is provided, including a statement advising that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle;

2. Being on duty or operating a commercial vehicle while the driver possesses alcohol;

3. Using alcohol while on duty;

4. Possessing alcohol or illegal drugs while on duty;

5. Using alcohol within eight hours of an accident or before a post-accident test is given, whichever occurs first;

   a. Eight hours following an accident;
   b. Consumption resulting in prohibited levels of alcohol in the system.

6. Refusing to submit to a required alcohol or drug test;

7. Using or being under the influence of alcohol (as defined in #1.) within eight hours of going on duty, operating or having physical control of a commercial vehicle;

8. Reporting for or remaining on duty when using any controlled substance, unless instructed by a physician who has advised the driver and the district that the substance does not adversely affect the driver's ability to safely operate a commercial vehicle; and

[1] ~~"Drugs" as used in this policy refers to controlled substances covered by the OTETA, including marijuana, cocaine, opiates, amphetamines and phencyclindine (PCP). The district may elect to allow an individual who tests positive for drugs to reapply for district employment or transfer to a covered position at a later date. At that time, the individual will again be tested for the presence of drugs. A district employee considered for transfer to an OTETA-covered position who tests positive for drugs will be subject to all district policies and regulations including the district's Drug-Free Workplace policy.~~

9. Reporting for duty, remaining on duty or driving if the driver tests positive for controlled substances.

Testing Requirements

In addition to prohibiting the above conduct, this policy provides for the following testing requirements:

1. Pre-employment Testing for prospective CDL drivers, whether a new hire or an in-district transfer;

2. Random Testing of CDL drivers for alcohol immediately prior to or immediately after their shifts and testing of CDL drivers for controlled substances shall be completed as required by Federal Rule or Federal Motor Carrier Safety Administration (FMCSA);

3. Reasonable Suspicion Testing based on specific, contemporaneous and articulable observations by a trained district supervisor;

4. Post-Accident Testing based on federal rules defining an accident as an incident involving a fatality or when a CDL driver is given a citation for a moving violation;

5. Post-Incident Testing based on involvement in a mishap or minor accident, that does not rise to the federal definition of accident, but which results in injury or property damage;

6. Return-to-Duty Testing requiring a negative test result for an employee who has engaged in prohibited drug or alcohol related conduct and has been returned to employment following a required evaluation by a substance abuse professional (SAP) and undergone any treatment recommended by the SAP; and

7. Follow-up Testing for a driver who has violated federal program provisions but has been returned to work (unannounced drug and/or alcohol tests at a minimum of six within a 12 month period).

Professional Assistance to District

The administration will maintain a professional firm or organization to take the following steps related to this policy:

1. Alcohol testing;

2. Drug testing;

3. Random selection of employees tested;

4. Collection site management and/or contract assistance for such sites;

5. Substance Abuse Professional (SAP) services assistance (or referral assistance);

6. Medical Review Officer (MRO) verification;

7. Blind proficiency testing;

8. Data management; and

9. Legally defensible records management.

This policy does not restrict the district's right to use other existing discipline procedures and policies to deal with a CDL employee or other employee regarding the misuse of alcohol or drugs.

District Response to Positive Test Results

Upon receiving positive test results, the district shall do the following:

1. Remove the employee from duty immediately;

2. Give the employee, at his/her request, the opportunity for retesting at his/her own cost (see testing procedures below). The district will verify that this offer has been made by the MRO;

3. An employee receiving a positive test result at or above allowable levels, which cannot be reasonably explained and excused by the MRO, shall be required to undergo, at his/her own expense, a medical evaluation for alcohol or drug abuse. Refusal to do so shall be cause for immediate dismissal;

4. Give the employee a list of local assistance/treatment programs;

5. Require the employee to pass back-to-work testing before reinstatement;

6. An employee who has not been terminated but has been identified by appropriate medical evaluation to have a need for drug or alcohol rehabilitation, shall have all appropriate rights under the Americans with Disabilities Act (ADA);

7. An employee returned to work after a positive test result who subsequently has a second positive result which cannot be medically cleared, shall be immediately terminated from employment with the district.

When the MRO determines a positive test result is valid, the MRO will report the finding to the Oregon Department of Transportation (ODOT) and the Oregon Department of Education. The person who is the subject of the test results will be notified by ODOT that the person has a right to a hearing to determine whether the test results reported will be placed in the employee's employment driving record.

Testing Procedures and Levels Results

Alcohol (breath test)

1. Below 0.02% equals a negative result.

2. 0.02% - 0.04% requires immediate retesting. If the same level is confirmed, the employee shall be removed from duty for 24 hours and be retested before returning to duty.

3. 0.04% or greater, the employee shall be immediately retested. If the same level is confirmed, the district shall take appropriate action for a positive test result.

Drugs (urinalysis)

1. A negative test result is equal to no inappropriate drug use.

2. A positive test result requires the following:

   a. The employee may request retesting (of the original split specimen) by a separate lab at his/her own expense.
   b. If the employee does not request a 2nd test, the district shall take appropriate action based on a positive test result.
   c. If a retest is negative, the employee shall be deemed to have not had a positive test.
   d. If the retest is also positive, the district shall take appropriate action based on a positive test result.

Corrected 8/03/22

DELETE

Code: GBEDA-AR
Adopted:

Drug and Alcohol Testing and Record Query - Transportation Personnel

(Version 2)

The following procedures shall govern the district's drug use and alcohol misuse prevention program:

1. Program Coordinator

   The director of transportation will be designated as the district's drug use and alcohol misuse prevention program coordinator. The director of transportation will coordinate the district's responsibilities and compliance efforts with the applicable provisions of the Omnibus Transportation Employee Testing Act of 1991 (OTETA). The director of transportation will:

   a. Ensure that all covered employees receive written materials explaining the district's drug use and alcohol misuse prevention program requirements including:

      (1) The district policy and administrative regulations;
      (2) A contact person knowledgeable about the materials, policy, administrative regulations and the OTETA;
      (3) Categories of employees covered;
      (4) Information about the safety-sensitive functions and what period of the workday the employee is required to be in compliance. Safety-sensitive functions shall include such responsibilities as all on-duty time waiting to be dispatched, driving time, assisting or supervising loading or unloading, repairing, obtaining assistance or remaining in attendance upon a disabled vehicle. All time spent providing drug and alcohol samples, including travel time to and from the collection or testing site as needed to comply with random, reasonable suspicion, post-accident, return-to-duty or follow-up testing, will also be considered as on-duty time;
      (5) Specific information concerning prohibited conduct;
      (6) Circumstances under which employees will be tested;
      (7) Procedures used in the testing process;
      (8) The requirement that covered employees submit to drug and alcohol testing, administered in accordance with 49 C.F.R. Part 382;
      (9) Explanation of what constitutes a refusal to submit to a drug and/or alcohol test;
      (10) Consequences of violations (e.g., discipline up to and including dismissal as may be required by the district and removal from safety-sensitive functions as required by the OTETA) and notification of resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and the use of drugs including the names, addresses and telephone numbers of substance abuse professionals (SAP) and counseling and treatment programs. Such information will include the consequences for covered employees found to have a breath alcohol concentration rate of 0.02 or greater, but less than 0.04, and for those employees found to have a breath alcohol content level greater than 0.04. Minimally, no driver tested and found to have a breath alcohol concentration rate of 0.02 or greater but less than 0.04 shall be permitted to perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test;

(11) Information on the effects of drug use and alcohol misuse on an individual's health, work and personal life; signs and symptoms of an alcohol or drug problem (driver's or coworker's); and available methods of intervening when such problems are suspected, including confrontation, referral to an employee assistance program as available and/or referral to the administration; and

(12) Requirement of the district to collect, maintain and report the following information to the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse[1]:

(a) A verified positive, adulterated, or substituted drug test result;
(b) An alcohol confirmation test with a concentration of 0.04 or higher;
(c) A refusal to submit to any test required by subpart C of 49 C.F.R. Part 382;
(d) An employer's report of actual knowledge (as defined at 49 C.F.R. § 382.107) of a violation of regulations, including:

(i) On duty alcohol use;
(ii) Pre-duty alcohol use;
(iii) Alcohol use following an accident;
(iv) Controlled substance use.

(e) A SAP's report of the successful completion of the return-to-duty process;
(f) A negative return-to-duty test; and
(g) An employer's report of completion of follow-up testing.

b. Ensure that employees sign statements certifying that they have received the materials;
c. Ensure that administrators or their designee, designated to determine reasonable suspicion, receive at least 60 minutes of drug abuse training and an additional 60 minutes of alcohol misuse training. Training will include the physical, behavioral, speech and performance indicators of probable drug use and alcohol misuse;
d. Ensure district compliance with applicable provisions of the OTETA's requirements regarding the district's management information system, retention and confidentiality of records;
e. Ensure selection of a site with appropriately trained personnel for the collection of specimens for drug testing;
f. Ensure selection of a site with a certified breath alcohol technician and evidential breath testing devices for alcohol testing;
g. Ensure selection of a laboratory certified by the Oregon Health Authority, Public Health Division ("OHA") to conduct drug specimen analysis;
h. Ensure selection of a qualified medical or osteopathic doctor to serve as a medical review officer (MRO) to verify laboratory drug test results;
i. Ensure selection of qualified personnel to provide education and training to employees and supervisors in accordance with employee assistance program requirements as specified in the OTETA;
j. Ensure the district's drug use and alcohol misuse prevention program is maintained in at least outline form, on file and available for inspection at the district office. The district shall maintain the following:

(1) Information on the effects and consequences of drug and alcohol use on personal health, safety and the work environment;
(2) Information on the manifestations and behavioral changes that may indicate drug and alcohol use or abuse;
(3) Documentation that drug training for all supervisory personnel has consisted of at least 60 minutes;

[1] https://clearinghouse.fmcsa.dot.gov/

(4) Documentation that alcohol training for all supervisory personnel has consisted of at least 60 minutes;
(5) Documentation of training given to employees.

k. Ensure the establishment of clearly defined communication procedures to include the method (e.g., mail, facsimile) and frequency (e.g., monthly, daily, weekly) as well as the authorized individuals to impart and receive information to meet the documentation and confidentiality requirements of the OTETA;

l. Ensure employee organizations receive written notice of the availability of all pertinent drug use and alcohol misuse prevention program information.

2. Pre-employment and Annual Queries from, and Required Reporting to FMCSA

The district is required to conduct a pre-employment query with FMCSA on drivers who are subject to controlled substance and alcohol testing regulation, and is required to report information obtained through its controlled substance and alcohol testing program to FMCSA. All offers of employment for positions identified by the district, as required by the OTETA, will be contingent upon the results of a pre-employment query.

a. The district will obtain written or electronic consent from a driver subject to controlled substances and alcohol testing to conduct a pre-employment query with FMCSA. The consent will include consent to obtain the following information:

(1) If the driver has a verified positive, adulterated, or substituted controlled substances test result;
(2) If the driver has an alcohol confirmation test with a concentration of 0.04 or higher;
(3) If the driver has refused to submit to a test (in violation of 49 C.F.R. § 382.211); or
(4) If the driver has a report submitted by another employer on actual knowledge (as defined at 49 C.F.R. § 382.107) of a violation of regulations that included:

(a) On duty alcohol use;
(b) Pre-duty alcohol use;
(c) Alcohol use following an accident; or
(d) Controlled substance use.

The district will conduct annual queries[2] with the FMCSA on employees subject to such queries as required by law.

b. The district will report[3] to FMCSA the following personal information about a driver that is collected and maintained in connection with the district's testing program:

(1) An alcohol confirmation test with an alcohol concentration of 0.04 or greater;
(2) A refusal to submit to an alcohol test pursuant to conditions found in 49 C.F.R. § 40.261 or a refusal to drug test determination made in accordance with 49 C.F.R. § 40.191(a)(1)-(4), (a)(8)-(11) or (d)(1), but in the case of a refusal to test under (a)(11), the district may report only those admissions made to the specimen collector;
(3) A SAP's report of the successful completion of the return-to-duty process;
(4) A negative return-to-duty test; and

[2] Written consent from the driver is required. This may be a limited query when allowed. If the limited query indicates that the FMCSA contains information on the driver, the district will conduct a full query within 24 hours and must not allow driver to perform safety-sensitive functions.

[3] The district will complete such reporting to FMCSA by close of the third business day following receipt of the information.

(5) An employer's report of completion of follow-up testing.

The report will include, as applicable:

(1) Reason for the test;
(2) Driver's name, date of birth, and CDL number and State of issuance;
(3) Employer name, address, and USDOT number;
(4) Date of the test;
(5) Date the result was reported; and
(6) Test result. The test result must be one of the following:

(a) Negative (only required for return-to-duty tests administered in accordance with law);
(b) Positive; or
(c) Refusal to take a test.

(7) An employer's report of a driver's refusal to submit[4] to alcohol or drug testing must include the following information:

(a) Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the driver was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
(b) Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable); and
(c) Documentation, including a certificate of service or other evidence, showing that the employer provided the employee with all documentation reported herein.

(8) An employer's report of a violation of one of the following will occur by the close of the third business day following the date on which the employer obtains actual knowledge (as defined at 49 C.F.R. § 382.107):

(a) On duty alcohol use;
(b) Pre-duty alcohol use;
(c) Alcohol use following an accident;
(d) Controlled substance use.

This report will include the following information:

(a) Driver's name, date of birth, CDL number and State of issuance;
(b) Employer name, address, and USDOT number, if applicable;
(c) Date the employer obtained actual knowledge of the violation;
(d) Witnesses to the violation, if any, including contact information;
(e) Description of the violation;
(f) Evidence supporting each fact alleged in the description of the violation required under paragraph above in this section, which may include, but is not limited to, affidavits, photographs, video or audio recordings, employee statements (other than admissions pursuant to §382.121), correspondence, or other documentation; and

[4] 49 C.F.R. § 40.261(a)(1) or 40.191(a)(1)

(g) A certificate of service or other evidence showing that the employer provided the employee with all information reported under paragraph above in this section.

If the district's program coordinator is the subject of the testing, the district will ensure compliance with applicable consent, testing, and reporting requirements pursuant to law.

3. Pre-employment Testing

The district shall conduct pre-employment testing as follows:

a. All offers of employment for positions as identified by Board policy and as required by the OTETA will be contingent upon drug test results;
b. Individuals offered employment with the district and employees transferring to positions subject to the OTETA contingent on drug testing, must provide written consent for the release of any prior employer positive drug and failed alcohol testing results, refusals to be tested, other violations of testing regulations and, with respect to any employee who violated drug and alcohol regulations, documentation of the employee's successful completion of return-to-duty requirements (including SAP evaluations and follow-up tests) within the preceding two years;
c. The district shall obtain and review such drug and alcohol information from previous employers of the past two years before the driver is used for the first time. The district will provide the written permission of the driver, for release of information, to the previous employers;
d. The district will maintain a written, confidential record of information obtained from another employer or the good faith efforts to obtain such information, and will maintain the same for three years from the date the driver's service began.
e. [5]Requests received by the district for release of such information to another employer must include written consent from the subject driver. Records will be released immediately in any written form (e.g., fax, email, letter) that ensures confidentiality. The district will maintain a written record and summary of information released, the date, and to whom the information was released;
f. The district must ask a driver, and will not use such driver, if they have a positive drug test or a failed alcohol test while employed with a previous employer or who refused to test while under employment with a previous employer in the past two years unless the driver is in compliance with the SAP's treatment program and the OTETA's return-to-duty test requirements;
g. Prior to being directed by the district to a collection site for drug testing, the applicant will be notified that the urine sample collected shall be tested for the presence of drugs;
h. Failure to report to the collection site for testing within the time frame specified by the district shall constitute a refusal to report for testing and result in immediate withdrawal of the employment or transfer offer;
i. Pre-employment drug testing will be paid for by the district;
j. Tests must indicate negative drug test results. Individuals who fail to meet such drug requirements will not be hired or transferred voluntarily or involuntarily to covered positions;
k. Such testing will also be required of covered employees each time an employee returns to work after a layoff period if the employee was removed from the random testing pool. As long as the employee remains in the random testing pool, additional testing or subsequent pre-employment drug testing will not be necessary following a layoff;
l. The district will notify individuals offered employment with the district contingent on drug testing of the results of such testing upon request within 60 days of being notified of the disposition of the employment application;

PROPOSED

[5] Pertains to requests received by the district from other employers.

m. Refusal to submit to drug testing and/or to provide signed permission for the release of past testing information as required by the district shall result in immediate termination from employment;

n. The individual may request a screening of the split specimen at their own expense. All such requests must be received in writing by the district no later than 72 hours following notification to the applicant of the positive test results.

4. Post-accident Testing

The district shall conduct post-accident testing as follows:

a. It is the responsibility of the employee to report for post-accident drug and alcohol testing as soon as practicable following a motor vehicle accident which occurs while the employee is performing district safety-sensitive functions in which students are on board:

(1) The employee will report to the designated collection site for post-accident drug and alcohol testing as soon as practicable following the occurrence of the accident;
(2) If alcohol testing has not been administered within two hours, the district shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered;
(3) If alcohol testing is not administered within eight hours, the district shall cease attempts to administer an alcohol test and shall state and maintain on file a record specifying why the test was not administered;
(4) If drug testing has not been administered within 32 hours following the accident, the district will cease attempts to administer such tests and will document why the test was not administered;
(5) The employee will contact the district official or designee as soon as practicable following the accident giving as much detailed information about the accident as possible (e.g., fatalities, injuries, tow-a-ways, traffic citation issued, etc.).

b. The district will provide employees with necessary post-accident testing information, procedures and instructions as a part of its employee training program. Additionally, written instructions to follow in the event of an accident will be provided in district vehicles as appropriate. Instructions will include locations of drug specimen collection and alcohol testing sites and telephone number of the district drug use and alcohol misuse prevention program coordinator or other district officials to contact;

c. The employee shall remain readily available for testing or may be deemed by the district to have refused to submit to testing. Such refusal is treated as if the district received an alcohol test result of 0.04 or greater or received a positive drug test. Nothing in this requirement shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care;

d. Results of a breath or blood test for the use of alcohol or a urine test for the use of drugs conducted by on-site federal, state and/or local law enforcement officials having independent authority for the test shall be considered to meet necessary requirements provided results of the test are obtained by the district and the tests conform to all applicable federal, state and/or local requirements;

e. An employee who is involved in an accident involving a fatality, injury and/or tow-away as described by the OTETA is prohibited from using alcohol for eight hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

5. Random Testing

The district shall conduct random drug and alcohol testing annually as follows:

a. Not less than 25 percent of the average number of driver positions shall be tested for drugs and not less than 10 percent shall be tested for alcohol in accordance with current minimum random testing requirements of the OTETA. Any unfilled, covered positions will be included as part of the total number of positions counted by the district for testing rate purposes.

(1) The district will exceed minimum testing rates.
(2) In exceeding minimum testing rates, the district requires that 25 percent of covered employees shall be randomly tested annually for drugs and 10 percent shall be randomly tested annually for alcohol.

b. The testing rate may be adjusted by FMCSA based on industrywide data;
c. The testing process shall, in fact, be random. Unless advised otherwise by their consortium, all employees will remain in the pool of drivers for each subsequent period, including vacations, holiday periods and summer recesses, whether or not they have been chosen for testing in the past;
d. The selection of employees for random testing shall be made by a scientifically valid method. The process selected by the district will ensure that all employees shall have an equal chance of being tested each time selections are made. The district will use the following system:

Computerized system provided through a consortium:

A random number generating program will be loaded into a computer along with the employees' social security number, payroll identification number or other comparable identification number for testing that meets Federal requirements.
e. All such testing shall be unannounced and dates selected spread reasonably throughout the calendar year to avoid predictability and the perception that testing is "done for the year." Districts with six or less covered employees may annually select a single calendar date for random drug and alcohol testing[6]. The date selected will be kept confidential to ensure that testing is unannounced as required by law;
f. Following notification of testing, selected employees shall proceed to the district-selected collection site immediately or as soon as practicable;
g. Each employee selected for testing shall be tested during the selection period;
h. Employees shall only be tested for alcohol just before the driver is scheduled to perform safety-sensitive functions, during or just after performing such functions;
i. Employees off work due to leave of absence, vacation and layoff will be informed that they remain subject to random testing. Employees drawn for such testing will be notified and tested as soon as practicable upon return to duty but no later than the next selection cycle (e.g., monthly, quarterly, etc.).

6. Reasonable Suspicion Testing

The district shall conduct reasonable suspicion drug and alcohol testing as follows:

a. The district will test covered employees when there is reasonable suspicion to believe that the employee has engaged in drug use or alcohol misuse;
b. Reasonable suspicion will be based on specific contemporaneous, articulable observations made by a trained supervisor as designated by the district, concerning appearance, behavior, speech or body odors indicative of employee use of drugs or the misuse of alcohol. Observations of drug use may include indications of chronic and withdrawal effects of drugs and noticeable degradation of job performance that may be associated with the use of drugs;
c. Hearsay or secondhand information is not sufficient to require an employee to submit to testing;

[6] The next "calendar year date" for random testing starts from the day after the random testing date.

d. Alcohol testing may be authorized only if observations resulting in reasonable suspicion are made during, just preceding or just after the period of the workday that the employee is required to be in compliance with this policy, administrative regulations and applicable OTETA provisions;
e. A written record shall be made of the observations leading to a reasonable suspicion drug test and signed by the administrator or designee authorized to make such observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier;
f. The district will ensure that the employee under reasonable suspicion is transported to the designated collection or testing site.

7. Referrals, Evaluation and Treatment

The district shall provide information related to referrals, evaluation and treatment as follows:

a. The district shall advise covered employees, who violate the drug and alcohol prohibitions, of referral services available for evaluating and resolving problems associated with the use of drugs and the misuse of alcohol. Such information will include the names, addresses and telephone numbers of SAPs and counseling and treatment programs;
b. An employee who engages in such prohibited conduct shall be evaluated by a SAP;
c. The SAP will determine what assistance if any the employee needs in resolving problems associated with drug use and alcohol misuse;
d. This requirement applies only to current employees and not to job applicants who refuse testing or who test positive for drugs;
e. This requirement shall not be interpreted to require the district to provide or pay for any rehabilitation costs or to hold a job open for an employee with or without salary;
f. SAPs, as referred to in these administrative regulations, means:

(1) Licensed physicians with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders;
(2) Licensed or certified psychologists, social workers or employee assistance professionals with like knowledge; and
(3) Alcohol and drug abuse counselors certified by the Association for Addiction Professionals (NAADAC). This does not include state-certified counselors.

8. Return-to-Duty Testing

Employees, if they continue employment and before they return to duty, shall comply with the following:

a. When an employee has previously tested greater than or equal to 0.04 for alcohol, the employee must retest (return-to-duty test) with an alcohol concentration of less than 0.02;
b. When an employee has previously tested positive for drug use, the employee must retest (return-to-duty test) with a verified negative test result.

9. Follow-up Testing

Employees, if they continue employment, shall comply with the following:

a. Follow-up testing will be conducted whenever a SAP determines that an employee is in need of resolving problems associated with drug use and/or alcohol misuse;
b. Follow-up alcohol testing will be conducted only when the employee is performing safety-sensitive functions, just before or just after the driver has performed safety-sensitive functions;

c. Follow-up drug and alcohol testing will be unannounced[7];
d. The number and frequency of such tests shall be determined by the SAP. Minimally, there shall be:

(1) At least 6 unannounced tests in the first 12 months following the driver's return to duty;
(2) Testing shall not exceed 60 months from the date of the employee's return to duty. The SAP, however, may terminate the follow-up testing at any time after the first six tests if the SAP determines the testing is no longer needed.

10. Drug and Alcohol Testing Procedures

The district, in cooperation with contracted collection and testing facilities, shall maintain drug and alcohol testing procedures as follows:

a. Drugs

(1) The applicant or employee reports to the district-designated collection site and provides positive identification (e.g., photo ID);
(2) A urine sample for drug testing is provided. A "split specimen" (two urine specimen bottles) is prepared from the urine sample;
(3) Following completion of a chain-of-custody form, both specimen bottles are forwarded to the OHA certified laboratory for analysis. The split specimen is stored at the laboratory for later testing as may be necessary. Initial testing is performed only on one specimen bottle;
(4) Testing results are reported to the district-selected MRO by mail or electronic transmission. Results may not be given over the phone;
(5) The MRO will verify negative and positive testing results;
(6) The MRO will report the verified negative testing results to the district;
(7) The MRO will report verified positive testing results to the applicant or employee, discuss the type of illegal substance found and determine whether there is any valid medical reason for the positive testing results;
(8) A verified valid medical reason for a positive test result will be reported as a negative test result to the district;
(9) If no legitimate medical reason exists for positive drug testing, the MRO will report a confirmed positive test result and identity of the substance(s) to the district;
(10) The employee or applicant may request within 72 hours of a positive test notice that the split specimen (second bottle) be screened. Such screening costs will be paid for by the employee;
(11) Unlike the original specimen analyzed for specific levels of controlled substances, the split specimen is analyzed only for the presence of drugs;
(12) The MRO will report results of the second screening to the employee and the district;
(13) The MRO will meet all the OTETA requirements including review of chain-of-custody control form, administrative processing of negative test results, verification of positive testing results, report to the FMCSA, and maintenance of confidentiality requirements as may be applicable;
(14) Detailed drug testing procedures may be obtained by contacting the district's drug use and alcohol misuse prevention coordinator or designee.

b. Alcohol

(1) The employee reports to the district-designated testing site and provides positive identification;

[7] A follow-up test shall not also serve as a random test, and vice versa.

(2) Under the alcohol testing rule, an alcohol test result will be considered failing even if over-the-counter or legally prescribed medication is involved;
(3) All alcohol screening tests will be conducted by a qualified breath alcohol technician using evidential breath testing devices; **OR** a qualified screening test technician using an alcohol screening device other than an evidential breath testing device;
(4) Testing may be conducted at an OHA certified laboratory or other location including mobile facilities equipped for such testing as may meet the requirements of the OTETA;
(5) District supervisors should generally not be used as a breath alcohol or screening test technician for covered employees. Under certain circumstances, a properly trained district supervisor may conduct such testing in the absence of another technician;
(6) The employee submits to breath or saliva testing;
(7) If the result of the testing indicates an alcohol concentration rate of 0.02 or greater, a confirmation breath test is administered after at least 15 minutes, but no longer than 30 minutes, after the initial testing. All confirmation tests will be conducted using evidential breath testing devices;
(8) The technician will report any invalid tests, confirmed failing and passing results to the district;
(9) Employee refusal to sign forms as required (i.e., Step 2 on the Alcohol Testing Form) shall be considered as refusal to be tested;
(10) The breath alcohol or screening test technician will meet all OTETA requirements including such testing procedures, Alcohol Testing Form and confidentiality requirements as may be required;
(11) Detailed alcohol testing procedures may be obtained by contacting the district's drug use and alcohol misuse prevention program coordinator or designee.

11. Positive Test Result

When the MRO determines a positive test result is valid, the MRO will report the finding to the Oregon Department of Transportation (ODOT) and the Oregon Department of Education. The person who is the subject of the test results will be notified by ODOT that the person has a right to a hearing to determine whether the test results reported will be placed in the employee's employment driving record.

12. Record Keeping/Record Reporting

The district shall maintain records of its drug use and alcohol misuse prevention program as follows:

a. Records related to the collection process:

(1) Collection logbook, if used;
(2) Documents relating to the random selection process;
(3) Documents generated in connection with decisions to administer reasonable suspicion drug or alcohol testing;
(4) Documents generated in connection with decisions on post-accident testing;
(5) Documents verifying the existence of an explanation of the inability of an employee to provide adequate breath or to provide a urine specimen for testing;
(6) An annual calendar year report summarizing results of the district's drug use and alcohol misuse prevention program will be prepared and maintained when requested by FMCSA as part of an inspection, investigation, special study or for statistical purposes;
(7) Calibration documentation for evidential breath testing devices;
(8) Documentation of breath alcohol or screening test technician training while the individual performs the functions which require the training.

b. Records related to each query:

PROPOSED

(1) Documents related to consent of any query;
(2) Documents related to information received for a pre-employment or annual query;
(3) Documents related to meeting reporting requirements.

c. Records related to pre-employment verification with a driver's previous employer;

d. Records related to a driver's test results, including:

(1) The district's copy of the alcohol testing form, including the test results;
(2) The district's copy of the controlled substance test custody and control form;
(3) Documents sent by the MRO to the district;
(4) Documents related to the refusal of any employee to submit to drug and/or alcohol testing;
(5) Documents presented by a driver to dispute the results of a drug and/or alcohol test administered in connection with the requirements of the OTETA.

e. Records related to evaluations as follows:

(1) Records pertaining to a determination by a SAP concerning an evaluation of covered employees' need for assistance;
(2) Records concerning a driver's compliance with recommendations of the SAP.

f. Records related to education and training as follows:

(1) Materials on drug use awareness and alcohol misuse including a copy of the district's policy and administrative regulations on drug use and alcohol misuse and related information;
(2) Driver's signed receipt of education materials;
(3) Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for drug and/or alcohol testing based on reasonable suspicion;
(4) Certification that any training conducted in compliance with the OTETA meets all pertinent requirements for such training.

g. Records related to alcohol and drug testing as follows:

(1) Agreements with collection site facilities, laboratories, MROs and consortia (includes breath alcohol technicians, screening test technicians and third party providers), as applicable;
(2) Names and positions of officials and their role in the district's drug and alcohol testing program(s);
(3) Semiannual laboratory statistical summaries of urinalysis as required by the OTETA and as reported by the laboratory. The district will document laboratory failures to provide statistical summaries and any district follow-up efforts to obtain such reports.

h. Records will be retained by the district as follows:

(1) Five Years:

(a) Records of employee alcohol-testing results with results indicating an alcohol concentration of 0.02 or greater;
(b) Records of verified positive drug testing results;
(c) Documentation of refusals to take required drug and/or alcohol tests;
(d) Employee evaluation and referrals;
(e) Testing program records including violations;
(f) A copy of each annual calendar year report summary;

(g) Equipment calibration documentation when required (See 12. a. (7)).

(2) Three Years:

(a) Records related to each query and all information received in response to each query. Documentation of a consent will be retained for three years from the date of the last query.
(b) Pre-employment records obtained, or good faith efforts to obtain, from a previous employer about a driver.

(3) Two Years:

Records related to the drug and alcohol collection process (except calibration of evidential breath testing devices).

(4) One Year:

Records of negative and cancelled drug-testing results and alcohol test results with a concentration of less than 0.02.

(5) Indefinite Period:

Records related to the education and training of breath alcohol technicians, screening test technicians, supervisors and drivers shall be maintained by the district while the individual performs the functions which require training and for two years after ceasing to perform those functions.

i. Records will be maintained in a secure location with controlled access to ensure confidentiality requirements are met as follows:

(1) Drug use and alcohol misuse prevention program records will be maintained at the district office. Records relating to individual employee drug and/or alcohol testing, evaluation and treatment will be maintained separately from the employee's personnel file;
(2) Employees are entitled upon written request to obtain copies;
(3) The district may disclose information in connection with employee benefit proceedings, Department of Transportation agency action against an employee or National Transportation Safety Board safety investigations;
(4) The district shall disclose such information[8] to subsequent employers upon written request from the employee (in accordance with 49 C.F.R. § 382.413);
(5) The district will provide access to any drug and alcohol collection and/or testing facility records maintained by the district as described by the OTETA (i.e., those federal agencies, state and local officials who have regulatory authority over the district's covered employees).

Corrected 8/18/22

PROPOSED

[8] Information that must be disclosed to subsequent employers upon receipt of proper authorization form/release signed by the employer's ex-driver: (a) Failed alcohol tests (breath alcohol content of 0.04 or greater); (b) Verified positive drug test; (c) Refusals to test.

Code: GBG
Adopted:

Staff Participation in Political Activities

Employees may exercise their right to participate fully in affairs of public interest on a local, county, state and national level on the same basis as any community member in a comparable position in public or private employment and within the law.

All district employees are privileged within the limitations imposed by state and federal laws and regulations to choose any side of a particular issue and to support their viewpoints as they desire by vote, discussion or persuading others. Such discussion and persuasion, however, will not be carried on during the performance of district duties, except in open discussion during classroom lessons that consider various candidates for a particular office or various sides of a particular political or civil issue.

On all controversial issues, employees must designate that the viewpoints they represent on the issues are personal and are not to be interpreted as the district's official viewpoint.

No employee will use district facilities, equipment or supplies in connection with their political activities, nor will they use any time during the work day for such political activities.

END OF POLICY

Legal Reference(s):

ORS Chapter 244 ORS 260.432

OR. CONST., art. XV, § 8.

Corrected 8/03/22

PROPOSED

Code: GBH/JECAC
Adopted: 6/13/18
Orig. Code: GBH/JECAC

Staff/Student/Parent Relations**

The Board encourages parents to be involved in their student's school educational activities and, unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting their student's education records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;

2. Authorizing emergency medical, dental, psychological, psychiatric or other health care for the student if the custodial parent is, for practical reasons, unavailable.

It is the responsibility of the parent with sole custody to provide any court order or parental plan that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued.

~~Unless provided by court order or a parental plan, a student shall not be released to the noncustodial parent nor shall the noncustodial parent be granted visitation or phone access during the school day.~~

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. ~~The district may request in writing any special requests or clarifications in areas concerning the student and the district's relationship and responsibilities.~~

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

Legal Reference(s):

ORS 107.101
ORS 107.102
ORS 107.106
ORS 107.154
ORS 109.056
ORS 163.245 - 163.257

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).

Corrected 8/03/22

Code: GBI
Adopted: 8/28/19
Orig. Code: GBI

Staff Gifts, Fund Raising, Soliciting and Selling

Staff Gifts

All personnel shall refrain from accepting any gift, special favor or other consideration from a school supplier or any other company for personal use that may be deemed capable of influencing their judgment in the area of purchasing.

Gifts to teachers, coaches or other personnel, purchased by collection among students, are to be discouraged, as are gifts purchased through student body or related funds. Each teacher shall assume the responsibility for making this policy clear to groups of students who might be so inclined.

Exceptions authorized by the superintendent or designee are gifts to the school, floral pieces for funerals or gifts of flowers or similar tokens for illness or misfortune.

Fund Raising

Staff members must obtain their supervisor's prior approval to solicit funds in the name of the school or district. Prior to approval the staff member and supervisor will consider equity policy IKAAA/GCCB/ GDCB along with other applicable policies.

Fund raising includes, but is not limited to, internet-sourced crowdfunding (e.g., GoFundMe, DonorsChoose, Adopt a Classroom). When using an internet-sourced crowdfunding method, the soliciting employee shall:

1. Monitor the site to ensure that no student information is disclosed improperly and no images are used without permission;

2. Ensure that the site has clearly defined terms of service and a privacy policy;

3. Request and receive approval from executive director of technology for all technology purchases; and/or

4. Request and receive approval from director of facility operations for projects that involve grounds or capital improvements and/or

5. Request and receive approval from principal or supervising administrator for any other projects.

Fund raising conducted by staff must be in compliance with all district policies and expressly adhere to all procedures outlined in GBI-AR. Tangible property or property purchased with financial donations to the

schools becomes the property of the district and is subject to the same controls and regulations that govern the use of school assets.

Soliciting and Selling

All employees of the district shall refrain from soliciting other district employees while on the confines of district property for the purposes of charity, subscriptions, etc. No person or agency shall be allowed to solicit district employees while on the confines of district property for purposes of charity, subscriptions, etc.

School personnel will not use their position to gain access to students or their families for the purpose of influencing prospective buyers. Employees will not sell books, supplies, or educational materials to parents of students in the district.

END OF POLICY

Legal Reference(s):

ORS 244.010 to -244.400
ORS 339.880

OAR 584-020-0000 to -0045
OAR 199-005-0005 to -199-020-0020

Corrected 8/03/22

Code: GBI-AR
Revised/Reviewed: 8/14/19
Orig. Code: GBI-AR

Internet-Sourced Crowdfunding Solicitation

Definitions:

Crowdfunding — the practice of funding a project or venture by raising monetary contributions from a large number of people, typically via the Internet.

Campaign — a fundraising effort launched on an approved platform that is designed to raise funds to meet an advertised goal or need.

All district or school internet-sourced crowdfunding, or other similar types of monetary solicitation, shall be in compliance with all district fund-raising policies, requiring preapproval from the employee's supervisor.

The soliciting employee shall monitor the internet-sourced crowdfunding site to ensure that no student information is disclosed improperly and no images are used without permission.

The soliciting employee shall ensure that the internet-sourced crowdfunding site is legitimate, and that the terms of the site are being followed.

Before any information may be published or any fundraising efforts may begin, all technology purchase requests must be approved by the executive director of technology; all projects that involve grounds or capital improvements must be approved by the director of facilities; all other projects must be approved by the employee's supervising administrator (principal, coordinator, director, etc.).

Contributions of property or services that may involve major costs for installation or maintenance, or initial or continuing financial commitments from school funds, will be presented by the superintendent for Board consideration and approval.

Tangible property or property purchased with financial donations to the schools becomes the property of the district and is subject to the same controls and regulations that govern the use of school assets.

All monetary donations shall be recorded in the proper school or district fund. No school or district banking information shall be given out. Funds and goods will be distributed to the district and not to the individual.

Additional Requirements/Restrictions~~:~~

1. All crowdfunding campaigns must be established on a district approved fundraising website (e.g., Go Fund Me, Donors Choose, Adopt a Classroom).

2. All crowdfunding campaigns must support educational or instructional-based initiatives.

3. Completion of the Reynolds School District (RSD) crowdfunding application is required for all crowdfunding campaigns.

4. A crowdfunding summary report must be submitted to the RSD business office no later than 10 school days following the completion of the crowdfunding campaign.

5. All proceeds for the crowdfunding must be used for the purpose set forth in the crowdfunding application.

6. All funds raised by the approved campaign must adhere to RSD fundraising guidelines.

7. All items or services purchased with campaign funds are understood to be the sole property of the Reynolds School district.

8. All funds or withdrawal of funds from crowdfunding campaigns must be deposited into the Reynolds School district banking account designated for the campaign.

9. All donated items must be shipped/received at the benefitting district location and may not be shipped/received to an employee's home.

10. No campaigns may be created to benefit individuals.

11. No campaign funds may be transferred from one campus to another.

12. No fundraising may be done for non-district organizations and charities (i.e. Red Cross fundraising for a local emergency).

Request to Conduct Online Fundraising Activities Form

This form is to be used by clubs, other groups, or individual staff members planning to conduct online fundraising activities.

Name of club/organization/staff member conducting fundraising activities:	
Date (s) and time (s) of fundraising activity:	
Website chosen for fundraising activity (Requestor may choose from Go Fund Me, Donors Choose, or Adopt a Classroom only. All other sites are prohibited for Reynolds School District fundraising activities.):	
Describe the online fundraising activity:	
For what purpose is the Fundraising activity being conducted (How does it relate to current district goals and/or curriculum?):	
Who is responsible for the fundraising activity? Name/Phone number:	

Approved by Administrator:_____ Date: _____

Money raised, donations, etc. has been submitted to bookkeepers office.

Deposit amount $ _____ Date: _____

Online Fund Raising Application Form

_____ wishing to conduct online fundraising activities must complete the Online Fund Raising Application Form for principals or administrators review and authorization.

Date of request: _____

Name of requestor: _____ Phone: _____

Name of organization: _____

Start date of online fundraiser: _____ End date of fundraiser: _____

Description/purpose of online fundraiser (include how it relates to current curriculum):

_____
_____
_____
_____
_____
_____

Proceeds go to: _____

Website chosen for proposed fundraiser (requestor may choose from Go Fund Me, Donors Choose, or Adopt a Classroom only. All other sites are prohibited for Reynolds School District online fundraising activities):

_____

Estimate of amounts to be raised: _____

Proceeds will be deposited to account number:_____ _____ _____ _____ _____ _____ (Rev acct)

Name of account: _____

_____ _____ _____ _____ _____ _____ (Exp acct)

Name of account: _____

Administrators signature: _____ Date: _____

Fundraising/Activity Receipt Report

This form is to be used by clubs, other groups, or individual staff members to recording receipts for any online fundraising. Instructions: This form is to be filled out at either the completion of an activity or, if the fundraiser occurs over a longer period of time, on a regular basis and submitted with the receipts to the bookkeeper.

1. **Never deposit to a personal account.**
2. If given a cash box for change, count change before sales begins. If there is a discrepancy, notify the bookkeeper.
3. At the close of sales, arrange money in denominations indicated above.
4. Place all bills face up and in the same direction.
5. Count and enter amounts on the activity. Receipt report form.
6. Rolled coins. Do not open rolled coin unless needed.
7. Sign this report as seller or advisor below and return with deposit to bookkeeper.

Club: _____ Event: _____
Advisor: _____ Event date: _____
Check (#): _____ Checks: _____ Total checks: _____

Cash _____
x 100's = _____
x 50's = _____
x 20's = _____
x 10's = _____
x 5's = _____
x 1's = _____ Total cash: $ _____

Coin _____
x 1's = _____
x .50 = _____
x .25 = _____
x .10 = _____
x .05 = _____
x .01 = _____ Total coin: $ _____

Total checks/cash/coin: $ _____

Verified by: _____ (signature) Date: _____
Less till change: _____
Advisor Name: _____ (signature) Date: _____
Deposit total: $ _____
Bookkeeper/designee: _____ Recvd. Date: _____

Corrected 8/03/22

Code: GBK/KGC
Adopted: 1/04/07
Revised/Readopted: 1/12/11; 9/09/15; 6/13/18
Orig. Code: GBK/JFCG/KGC

Prohibited Use, Distribution or Sale of Tobacco Products and ~~or~~ Inhalant Delivery Systems

~~**Overview**~~

To be consistent with Oregon law, the use, distribution or sale~~Law OAR 581-021-0110 and district curriculum. The board therefore establishes an environment free~~ of tobacco~~, smoke, aerosols and/or vapors containing inhalants.~~

~~No staff member or school visitor is permitted to smoke, inhale, dip, chew, sell or distribute tobacco~~ products or inhalant delivery systems by staff and all others is prohibited on district premises~~or products at any time, including non-school hours~~, in any building or~~,~~ facility, on district grounds, including parking lots, in any~~or~~ vehicle owned, leased, rented~~,~~ or chartered by the ~~school~~ district, school or public charter school and at all district- or~~, or on school grounds, athletic grounds, or parking lots, or at~~ school-sponsored activities ~~on or off district premises~~. Staff or others authorized to use any private vehicle to transport district students to school-sponsored activities are prohibited from using tobacco products and inhalant delivery system products or similar devices in those vehicles while students are under their care.

For the purpose~~purposes~~ of this policy,~~rule~~ "tobacco products~~product~~" is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, ~~and~~ spit tobacco, also known as smokeless, dip, chew or~~, and~~ snuff~~,~~ in any form. This does not include products that are USFDA-approved for sale as a tobacco cessation product or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

For the purpose of this policy, "inhalant delivery system" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device or a substance in any form sold for the purpose of being vaporized or aerosolized by a device, whether the component or substance is sold or not sold separately. This does not include products that are USFDA-approved for sale as a tobacco cessation product or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

Advertising

Clothing, bags, hats and other personal items used by staff to display, promote or advertise tobacco products or inhalant delivery systems are prohibited on district grounds or premises, including parking lots, at school-sponsored activities or in district vehicles. Tobacco product or inhalant delivery system product advertising is prohibited, on all district premises, including parking lots, in all school-sponsored publications and at all school-sponsored events. District acceptance of gifts or funds from the tobacco

product or inhalant delivery system product industries is similarly prohibited. The district will not contract with other public or private alternative schools that allow the use of tobacco products or inhalant delivery systems or products on campus.

Staff Violations

Staff violations of this policy by staff will result in discipline~~will lead to disciplinary action~~ up to and including dismissal.

Violations by all others will result in appropriate sanctions as determined and imposed by the superintendent or the ~~b~~Board. The district reserves the right to restrict access to district property by individuals who are repeat offenders.

District Responsibility

~~Information about community resources and/or cessation programs to help staff and students overcome tobacco use will be provided (i.e., the Oregon Tobacco Quit Line (800-784-8669, 877-266-3863 - Spanish and 877-777-6534 - TTY), other cessation resources and positive alternatives to discipline). Cessation programs may be established at district schools.~~

The superintendent shall consult with local officials to promote enforcement of law that prohibits the possession of tobacco products or inhalant delivery systems or products by persons under 21 years of age on or off district grounds or at district-sponsored activities.

This policy shall be enforced at all times. The superintendent will develop guidelines as necessary to implement this policy, including provisions for notification of the district's policy, through such means as staff handbooks, newsletters, inclusion on school event programs, signage at appropriate locations; disciplinary consequences; and procedures for filing and handling complaints about violations of the district's policy.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 336.227
ORS 339.883
ORS 431A.175
ORS 433.835 to -433.990
OAR 581-021-0110
OAR 581-053-0230(9)(s)
OAR 581-053-0330(1)(m)
OAR 581-053-0430(12)
OAR 581-053-0531(11)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2012).

Corrected 8/17/22

Code: GBL
Adopted: 1/04/07
Revised/Readopted: 10/14/10
Orig. Code: GBL; GBLAA

Personnel Records

An official personnel file will be established for each person employed by the district. Personnel files will be maintained in a central location.

All records containing employee medical condition information such as workers' compensation reports and release or permission to return to work forms will be kept confidential, in a separate file from personnel records. Such records will be released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

The superintendent shall establish procedures for the control, use, safety and maintenance of personnel records of district employees which assure confidential use of such records. Employees will be given a copy of evaluations, complaints and written disciplinary actions placed in their personnel file. All charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason. Employees may submit a written response to any materials placed in their personnel file.

(Moved from GBLAA)**(keep)**{Confidential employee personal information includes, but is not limited to, the following data:

1. Social security number (SSN);

2. Date of birth (DOB);

3. Home address;

4. Home phone number;

5. Physical description;

6. Medical history;

7. Gender;

8. Ethnicity; or

9 Any personal financial information.

The human capital management (HCM) office shall maintain a list of all district employees who have been determined to have a need for access to confidential personal information. This list shall be updated annually and approved by the executive director of business services and the director of HCM. In between annual updates, each manager is responsible for adding and deleting employees based on events such as new appointments, promotions and separations.

Employees on the list are required to have an appropriate Confidentiality Form on file in the HCM office. It is the responsibility of each department manager to ensure that forms are completed by their employees and returned to the HCM office.}

Except as provided ~~in paragraph three hereof and as may otherwise be~~below, or required by law, personnel records of district employees shall be available for use and inspection by the following only:

1. The employee. An employee may arrange with the HCM office to inspect the contents of their personnel file on any day the office is open for business;

2. Others designated by the employee in writing may arrange to inspect the contents of the employee's personnel file in the same manner described above~~The employee's designee.~~;

3. The comptroller or auditor, when such inspection is pertinent to carrying out their respective duties, or as otherwise specifically authorized by the Board. Information so obtained will be kept confidential. No files will be removed from their central location for personal inspection;

4. A member of the ~~b~~Board when specifically authorized by the Board. ~~relevant to personnel actions then under consideration by the entire board or as specifically authorized by the board.~~ No files will be removed from their central location for personal inspection;

5. ~~Members of the superintendent's immediate staff~~The superintendent and members of the administrative staff designated by the superintendent~~.~~;

6. Employees of the ~~human resources~~HCM ~~department~~ office as designated by the executive director of ~~human resources~~HCM~~.~~;

7. District administrators who shall have access only to the files of their employees or prospective employees~~.~~;

8. Courts and public agencies with the power of subpoena and attorneys for the district when relevant to the performance of their respective duties;~~.~~

9. Upon receiving a request from a prospective employer issued under Oregon Revised Statute (ORS) 339.374(1)(b), the district, pursuant to ORS 339.378(1), shall disclose the requested information if it has or has had an employment relationship with a person who is the subject of the request, no later than 20 days after receiving such request. The records created by the district pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);

10. Upon request from a law enforcement agency, the Oregon Department of Human Services, the Teacher Standards and Practices Commission, or the Oregon Department of Education, in

conducting an investigation related to suspected abuse or suspected sexual conduct, to the extent allowable by state and federal law, including laws protecting a person from self-incrimination;

11. Upon request from a prospective employer or a former employee, authorized district officials may disclose information about a former employee's job performance to a prospective employer and such disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was knowingly false or deliberately misleading, was rendered with malicious purpose or violated any civil right of the former employee protected under ORS 659 or ORS 659A.

~~12. The disciplinary records[1] of a district employee convicted of a crime listed in ORS 342.143 are not exempt from disclosure under ORS 192.501 or 192.502 and shall be released to any person upon request. Prior to the release of disciplinary records the district shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a district employee who is not the subject of the disciplinary record.~~

~~13. Upon request from a law enforcement agency, the Department of Human Services or the Teachers Standards and Practices Commission, a district shall provide the records of investigations of suspected child abuse by a district employee.~~

The school official permitting use or inspection shall restrict access and use to the extent necessary for the performance of such official purpose. The school official permitting access shall determine in each case the appropriateness and extent of such access. The superintendent ~~and members of his/her staff~~ or designee may permit persons other than those specified ~~in paragraph two~~above to use and to inspect employee records when, in the opinion of such school official, the person requesting access has a legitimate official purpose~~ for using or inspecting such records~~.

All persons using personnel files for approved purposes shall sign and date a log located at the front of each employee's file. ~~Human resources department~~HCM office employees shall be exempted from this requirement. A copy of these provisions shall be placed conspicuously on all personnel file cabinets in such a manner as to be obvious to all persons who desire to use such files.

The ~~human resources department~~HCM office shall be responsible for maintaining systematic, complete and current files for all personnel of the district, as appropriate.

Release of personnel records to parties other than those listed above, will be in line with Board policy KBA - Public Records Request.

END OF POLICY

Legal Reference(s):

ORS 30.178
ORS 339.370 – 339.374
ORS 339.378
ORS 339.388
ORS 342.143
ORS 342.850
ORS 652.750
ORS Chapter 659
ORS Chapter 659A
OAR 581-022-2405

[1] ~~Disciplinary records is defined as records related to a personnel discipline action or materials or documents supporting that action.~~

OSEA v. Lake County Sch. District, 93 Or. App. 481 (1988).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 2000ff-1 (2018).

Corrected 8/17/22

Code: GBLAA
Adopted: 3/09/11
Orig. Code: GBLAA

Confidentiality of Personal Information

(Recommend moving language to policy GBL – see GBL)

The district has an obligation to protect personal employee data and to maintain the confidentiality of that data. Confidential employee personal information includes, but is not limited to, the following data:

1. Social security number (SSN);
2. Date of birth (DOB);
3. Home address;
4. Home phone number;
5. Physical description;
6. Medical history;
7. Gender;
8. Ethnicity; or
9 Any personal financial information.

The Human Resources office shall maintain a list of all district employees who have been determined to have a need for access to confidential personal information. This list shall be updated annually and approved by the executive director of business services and the director of Human Resources. In between annual updates, each manager is responsible for adding and deleting employees based on events such as new appointments, promotions and separations.

Employees on the list are required to have an appropriate Confidentiality Form on file in the human resources department. It is the responsibility of each department manager to ensure that forms are completed by their employees and returned to the Human Resources office.

END OF POLICY

Legal Reference(s):

ORS 164.125 ORS 332.075 ORS 332.107

Stored Communication Act, 18 U.S.C. § 2701-2712.

Corrected 8/03/22

Code: GBL~~AA~~-AR
Adopted: 3/09/11
Orig. Code: GBLAA-AR

Confidentiality Form for District Employees and Consultants

Section to Be Filled out by Supervisor/Administrator

My signature below certifies that _____ (**Print Employee's or Consultant's Name**), who is under my supervision, may require access to confidential personal information, and that such access is relevant and necessary in the ordinary course of performing ~~her/his~~ duties at the Human Resources office. Confidential personal information includes, but is not limited to the following data: social security number (SSN), date of birth (DOB), home address, home phone number, physical description, medical history, gender and ethnicity, and personal financial data.

_____
Supervisor/Administrator's Name (please print)

_____
Signature Date

Section to Be Filled out by Employee (Or Consultant)

I certify that I have been given a copy of, and have read and understand, the attached summaries of provisions of the governing federal and state laws that govern access to and use of information contained in employee, applicant, and student records, including but not limited to, data that is accessible through the Human Resources office.

I understand that any access I am granted to this information and data is based on my agreement to comply with the following terms and conditions:

1. I will comply with the state and federal laws and district policies that govern access to and use of information contained in employee, applicant, and student records;

2. My right to access information and/or data is strictly limited to the specific information and data that is relevant and necessary for me to perform my job related duties;

3. I am prohibited from accessing information or data that is not relevant and necessary for me to perform my job-related-duties;

4. I will be a responsible user of information and data, whether it relates to my own unit or another unit;

5. I will store information and data that I obtain under secure conditions;

6. I will maintain the privacy and confidentiality of the information and data that I obtain;

7. I will make every reasonable effort to interpret the information and data I obtain in an accurate and professional manner;

8. Before sharing information or data with others, electronically or otherwise, I will understand ~~his/her~~the responsibilities as a user;

9. I will sign off any system containing confidential information when I am not actively using it;

10. I will keep my password(s) to myself, and will not disclose them to others unless the Human Resources Director and my supervisor/administrator authorize such disclosure in writing;

11. I will store and secure confidential and sensitive information, data, reports, etc. in a manner that will maintain their confidentiality when I am not actively using them;

12. I will dispose of confidential reports in a manner that will preserve their confidentiality when I have finished using them.

I will not misuse personal or confidential information or data that I obtain through my employment.
I certify that I have read this Confidentiality Form, I understand it, and I agree to comply with its terms and conditions.

_____
Name (Please Print)

_____
Signature Date

Corrected 8/17/22

Code: GBLB
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GBLA

Personnel Lists

It is the policy of the district not to release lists of ~~students,~~ teachers~~,~~ or other personnel to individuals, agencies, or companies who intend to use such lists for commercial purposes.

This policy does not prohibit the release of rosters required or desirable for the effective management of a district.

Examples of permitted releases are listed below:

1. Lists of licensed staff when required by the ~~State~~ Oregon Department of Education and the Multnomah Education Service District.

2. ~~Rosters required by~~Release to the Oregon School Activities Association or other such voluntary organizations to establish staff coordination~~participant eligibility~~.

3. ~~Lists to newspapers or program printers indicating special distinctions such as honor roll membership.~~*(Policy JOA should be consulted and parent opt-out forms)*

The intent of this policy is to ensure that staff ~~and student~~ rights will not be violated. If there is any doubt about the intent of a requested list~~, parent or~~ staff permission will be secured before release.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 8/17/22

Code: GBM
Adopted: 1/04/07
Revised/Readopted: 10/14/10; 6/08/16
Orig. Code: GBM

Staff Complaints

The superintendent or designee will develop a complaint procedure which will be available for all employees who believe there is evidence of, and wishes to report a violation, misinterpretation or inappropriate application of district personnel policies and/or administrative regulations; a mismanagement, gross waste of funds or abuse of authority, or believe there is evidence that the district created a substantial and specific danger to public health and safety by its actions. The complaint procedure will provide an orderly process for the consideration and resolution of problems in the application or interpretation of district personnel policies.

The complaint procedure will not be used to resolve disputes and disagreements related to the provisions of any collective bargaining agreement, nor will it be used in any instance where a collective bargaining agreement provides a dispute resolution procedure. Disputes concerning an employee's dismissal, contract nonrenewal or contract nonextension will not be processed under this procedure.

Reasonable efforts will be made to resolve complaints informally.

Administrative regulations will be developed to outline procedural timelines and steps under this policy, as necessary. The district will use the complaint process in administrative regulation ~~GBM~~KL-AR - ~~Staff~~ Public Complaints to address any alleged violations of this policy.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 659A.199 to -659A.224 OAR 581-022-2405

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).

Corrected 8/17/22

Code: GBM-AR
Revised/Reviewed: 1/04/07; 10/14/10
Orig. Code: GBM-AR

Staff Complaints

(Use KL)

The following procedures shall be available for all employees who are not covered by a bargained agreement or contract. Employees whose grievance procedures are covered by bargained agreement or contract shall abide by the provisions of such agreement or contract

Steps of Procedure

First Step: Employee presents complaint orally or in writing 20 working days of the alleged complaint to his/her immediate supervisor. A conference is arranged. A written decision is given by the supervisor within 5 working days after the interview. If the matter is settled or explained to the employee's satisfaction it ends here.

Second Step: If the complaint has not been settled to the employee's satisfaction at the first step, s/he has five working days to file an appeal in writing to the superintendent's office. The written appeal shall be routed through the immediate supervisor in order that it may include the supervisor's disposition of the case when it is received in the superintendent's office. The superintendent's office shall arrange for a conference with the employee and the supervisor within 2 working days of receipt of the appeal. The superintendent's office shall function as a mediator to resolve the differences so that the incident is closed with a sense of satisfactory adjustment for the employee. A reply to the appeal shall be made within 3 working days of the conference.

Third Step: If the decision recommended by the superintendent does not solve the problem, the employee has the right to appeal to the board. The appeal must be made in writing to the board, through the superintendent's office, at least 5 working days before a regular session of the board with the employee and the superintendent. The decision rendered by the board shall be final.

Corrected 8/17/22

DELETE

Code: GBMA
Adopted: 6/08/16
Orig. Code: GBMA

Whistleblower

When an employee has good faith and reasonable belief the employer has violated any federal, state or local, law, rule or regulation; has engaged in mismanagement, gross waste of funds or abuse of authority; or created a substantial and specific danger to public health and safety by its actions, and an employee then discloses or plans to disclose such information, it is an unlawful employment practice for an employer to:

1. Discharge, demote, transfer, reassign or take disciplinary action against an employee or threaten any of the previous actions.

2. Withhold work or suspend an employee.

3. Discriminate or retaliate against an employee with regard to promotion, compensation or other terms, conditions or privileges of employment.

4. Direct an employee or to discourage an employee to not disclose or to give notice to the employer prior to making any disclosure.

5. Prohibit an employee from discussing, either specifically or generally, the activities of the state or any agency of or political subdivision in the state, or any person authorized to act on behalf of the state or any agency of or political subdivision in the state, with:

    a. Any member of the Legislative assembly;
    b. Any Legislative committee staff acting under the direction of any member of the Legislative assembly; or
    c. Any member of the elected governing body of a political subdivision in the state or any elected auditor of a city, county or metropolitan service district.

An employee's good faith and reasonable belief shall serve as an affirmative defense to civil or criminal charges related to the employee's disclosure of lawfully accessed information related to the violation, including information that is exempt from disclosure by public records law.

The district will use the complaint process in administrative regulation ~~GBM~~KL-AR - ~~Staff~~ Public Complaints to address any alleged violations of this policy.

The district shall deliver a written or electronic copy of this policy to each staff member.

END OF POLICY

Legal Reference(s):

ORS 192.501 - 192.505 ☐ ORS 659A.199 - 659A.224 ☐ OAR 581-022-2405

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).

Corrected 8/17/22

Code: GBNA
Adopted: 2/11/10
Revised/Readopted: 9/10/14; 8/28/19
Orig. Code: GBNA

Hazing, Harassment, Intimidation, Bullying, Menacing, or Cyberbullying – Staff

The Board is committed to providing a positive and productive learning and working environment.

Hazing, harassment, intimidation, menacing or bullying and acts of cyberbullying of staff, or third parties by students, staff, or third parties is strictly prohibited and shall not be tolerated in the district.

Retaliation against the victim, ~~or~~ any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry is strictly prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a report or complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

Staff whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board. Students whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including expulsion.

Individuals may also be referred to law enforcement officials. Licensed staff may~~will~~ be reported to Teacher Standards and Practices Commission if required by Oregon Administrative Rule (OAR) 584-020-0041.

The superintendent is directed to develop administrative regulations to implement this policy. Regulations shall include descriptions of prohibited conduct, reporting and investigative procedures, and provisions to ensure annual notice of this policy is provided to students, staff, and third parties.

END OF POLICY

Legal Reference(s):

ORS 163.190
ORS 163.197
ORS 166.065
ORS 166.155 - 166.165
ORS 174.100
ORS 332.072
ORS 332.107
ORS 339.250
ORS 659A.006
ORS 659A.029
ORS 659A.030
ORS 659A.103 - 659A.143
ORS 659A.199 - 659A.224
OAR 839-003-0000
OAR 839-005-0021
OAR 839-005-0030

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).
Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. Seq. (2012).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2012); 29 C.F.R. Part 1626 (2018)
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2018); 28 C.F.R. Part 35 (2018).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2012).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).
OREGON BUREAU OF LABOR AND INDUSTRIES, *Workplace Bullying* (visited Feb. 26, 2019), <https://www.oregon.gov/boli/docs/WorkplaceBullyingPoster-2018.pdf>.

Corrected 8/17/22

Code: GBNA-AR
Adopted: 2/11/10
Revised/Reviewed: 9/10/14
Orig. Code: GBNA-AR

Hazing, Harassment, Intimidation, Bullying, Menacing, or Cyberbullying Reporting Procedures - Staff

The following definitions and procedures shall be used for reporting, investigating, and resolving reports of hazing, harassment, intimidation, bullying, menacing, and cyberbullying of staff or third parties.

Definitions

1. "Third parties" include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events.

2. "District" includes district facilities, district premises, and nondistrict property if the employee is at any district-sponsored, district-approved, or district-related activity or function, such as field trips, athletic events or where the employee is engaged in district business.

3. "Hazing" includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a staff member for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored work activity, work group or work assignment, or other such activities intended to degrade or humiliate regardless of the person's willingness to participate.

4. "Harassment" is unwelcome conduct that is based on race, color, religion, sex (including pregnancy), sexual orientation, gender identity[1], national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful when 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

5. "Intimidation" includes, but is not limited to, any threat or act intended to tamper, substantially damage or interfere with another's property, cause substantial inconvenience, subject another to offensive physical contact or inflict serious physical injury on the perception of the other's race, color, religion, national origin, disability, ~~or~~ sexual orientation or gender identity.

[1] ~~"Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual's gender identity, appearance, expression or behavior differs from that traditionally associated with the individual's sex at birth.~~

6. "Bullying" is a pattern of repeated mistreatment that harms, intimidates, undermines, offends, degrades, or humiliates an employee.

7. "Cyberbullying" means the use of any electronic device to convey a message in any form (e.g., text, image, audio, or video) that intimidates, harasses, or otherwise harms, insults, or humiliates another in a deliberate, repeated or hostile and unwanted manner under a person's true or false identity. ~~I~~In addition, any communication of this form which substantially disrupts or prevents a safe and positive working environment may also be considered cyberbullying. Staff will refrain from using personal electronic devices or district equipment to harass or stalk another person or people.

8. "Menacing" includes, but is not limited to, any act intended to place a district employee, student, or third party in fear of imminent serious physical injury.

Reporting Procedures

The principals and the superintendent have responsibility for investigations concerning reports of hazing, harassment, intimidation, bullying, menacing, or cyberbullying of staff or third parties. The investigator(s) shall be a neutral party having had no involvement in the report presented.

Any employee or third party who has knowledge of conduct in violation of Board~~board~~ policy JFCF – Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence, or Domestic Violence – Student shall immediately report ~~his/her~~ concerns to the designated district official.

Any employee or third party who has knowledge of conduct in violation of Board policy GBNA – Hazing, Harassment, Intimidation, Bullying, Menacing, or Cyberbullying – Staff and this administrative regulation or feels they have been hazed, harassed, intimidated, bullied, cyberbullied, or menaced in violation of Board policy or this administrative regulation, shall immediately report ~~his/her~~ concerns to the designated district official.

All reports and information will be promptly investigated in accordance with the following procedures:

Step 1 Any reports or information on acts of hazing, harassment, intimidation, bullying, menacing, or cyberbullying~~, or menacing~~ (e.g., complaints, rumors) shall be presented to the principal or superintendent. Reports against the principal shall be filed with the superintendent. Information may be presented anonymously. Reports against the superintendent shall be filed with the Board~~board~~ chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.

Step 2 The district official receiving the report shall promptly investigate. Parents will be notified of the nature of any report involving their student. The district official will arrange such meetings as may be necessary with all concerned parties within 5 working days after receipt of the information or report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the report will be reduced to writing. The district official(s) conducting the investigation shall notify the person making the report within 10 working days of receipt of the information or report, and parents as appropriate, in writing, when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.

A copy of the notification letter or the date and details of notification to the person making the report, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 3 If the person making the report is not satisfied with the decision at Step 2, they may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the person making the report and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the ~~complainant's~~ appeal within 10 working days.

Step 4 If the person making the report is not satisfied with the decision at Step 3, a written appeal may be filed with the Board~~board~~. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board~~board~~ shall, within 20 working days, conduct a hearing at which time the person making the report shall be given an opportunity to present the information or report. The Board~~board~~ shall provide a written decision to the person making the report within 10 working days following completion of the hearing.

Reports against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Reports against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Reports against the Board chair may be made directly to the district counsel on behalf of the Board. The district counsel shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Timelines may be extended upon written agreement between both parties. This also applies to reports filed against the superintendent or any Board member.

Direct complaints of discriminatory harassment related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division~~,~~ or the U.S. Department of Labor, Equal Employment Opportunities Commission.

Documentation related to the incident may be maintained as a part of the employee's personnel file. Additionally, a copy of all reported acts of hazing, harassment, intimidation, bullying, cyberbullying, or menacing and documentation will be maintained as a confidential file in the district office.

Corrected 8/17/22

Code: GC
Adopted: 10/14/10
Orig. Code: GC

Licensed Staff Positions

The superintendent shall establish licensed staff positions necessary to carry out the district's instructional goals and fiscal parameters.

Positions so established may include those which carry other than classroom teaching responsibility.

END OF POLICY

Legal Reference(s):

ORS 332.505 OAR 581-021-0045

Job York v. Portland Sch. Dist., No. FDA 83-7 (August 1983).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.
Section 503 of the Rehabilitation Act of 1973.

Corrected 8/17/22

Code: GCA
Adopted: 1/04/07
Revised/Readopted: 10/14/10; 5/14/14; 6/13/18
Orig. Code: GCA

License Requirements

Licensure

The ~~b~~Board, in adhering to Oregon Revised Statutes, shall require all ~~teachers, administrators and~~ applicants selected for employment for positions that require licensing, to hold a valid Oregon license issued by the Teacher Standards and Practices Commission (TSPC) as a condition of employment. ~~The license must be registered in human resources prior to the commencement of employment.~~ Applicants whose license cannot be verified prior to the beginning of school or the first day employment is to begin, will not be employed until such license is verified.

If an applicant's teaching license application with the TSPC is pending, the applicant may teach for 90 calendar days after the date of submission of the application, if the applicant has:

1. Submitted an application in the manner and form required by the TSPC, including payment of all required fees;

2. Completed a background clearance conducted by the TSPC that includes having:

    a. Furnished fingerprints, if required;
    b. Provided satisfactory responses to character questions in the form and manner required by the TSPC; and
    c. Completed a criminal records check pursuant to state law and a background check through the interstate clearinghouse for revoked or suspended licenses, and is eligible for a teaching license.

3. Not been employed by the district under this 90 calendar day provision during the previous 12 months with a pending application for the same license.

The district will complete a review of the applicant's employment history and verify through TSPC if there is an ongoing investigation or a substantiated report that may constitute sexual conduct as required by law prior to beginning employment.

The district will verify through TSPC the employee is properly licensed on the 91st calendar day after the application was submitted to the TSPC, if the employee's license application is pending and the employee is teaching in the district.

~~Following expiration of a license, if a properly renewed license is not received within 90 days, the teacher's contract may be voided and a properly licensed replacement will be secured.~~

~~The district may require the employee to maintain a license and/or an endorsement currently held for future district assignment.~~

It shall be each licensed staff member's responsibility to keep all endorsements current. The employee is responsible for all licensure fees associated with their employment.

~~**Contracts**~~

~~Annual contracts shall be given to probationary teachers and administrators during the first three years of service in the district.~~

~~After three years of consecutive successful service within the district, a teacher or administrator will become a contract employee.~~

~~**Exceptions to Probationary Periods**~~

~~An administrative or teacher probationary period may be reduced by the board, from three years - to one or two years, if such a reduction meets district needs. In such cases, recent, previous successful teaching or administration shall have occurred in the state of Oregon. Further, such successful in-state experience shall be verified by the human resources department.~~

END OF POLICY

Legal Reference(s):

ORS 332.505
ORS 339.374
ORS 342.120 - 342.203
OAR 584-050-0035
OAR 584-200-0020

Corrected 9/07/22

Code: GCAB
Adopted: 1/11/12
Revised/Readopted: 3/13/13; 9/10/14
Orig. Code: GCAB

Personal Electronic Devices and Social Media - Staff

Staff possession or use of personal electronic devices on district property, in district facilities during the work day and while the staff is on duty in attendance at district-sponsored activities may be permitted subject to the limitations set forth in this policy and consistent with any additional school rules as may be established by the superintendent or designee. At no time, whether on duty or off duty, will a personal electronic device be used in a manner that interferes with staff duty and responsibility for the supervision of students.

A "personal electronic device" is a device~~,~~ not issued by the district and~~,~~ is capable of electronically communicating, sending, receiving, storing, recording, reproducing, and/or displaying information and data.

Personal electronic devices shall be silenced during instructional or class time, while on duty or at any other time where such use of the device would cause a disruption of school activities or interfere with a work assignment. Devices, which have the capability to take photographs or record video or audio, shall not be used for such purposes while on district property or while a staff member is on duty at~~in~~ district-sponsored activities, unless as expressly authorized by the principal or designee for a use directly related to and consistent with the employee's assigned duties. Computers, tablets, iPads or similar devices brought to school will be restricted to academic activities during on duty time.

The district will not be liable for loss or damage to personal electronic devices brought to district property and district-sponsored activities.

Staff members, while on duty and off duty, will utilize social media websites, public websites and blogs, judiciously by not posting confidential information about students, staff or district business.[1] Staff may not post images of district facilities, staff, students, volunteers or parents without written authorization from persons with authority to grant such a release. Staff members, while on duty and~~or~~ off duty, will treat fellow employees, students and the public with respect while posting on social media websites, etc., in order to prevent substantial disruption in school. ~~Communication with students using personal electronic devices will be appropriate, and professional. If communicating with students electronically, regarding school-related matters, staff should use district e-mail using mailing lists to a group of students rather than individual students. Texting students during work hours is discouraged. Texting students while off duty is strongly discouraged.~~

[1] Nothing in this policy is intended in any form to limit the right of ~~the~~ employees to engage in protected labor activities via the use of social media.

Communication with students using personal electronic devices will be appropriate and professional. Communication with students using personal electronic devices regarding nonschool-related matters is prohibited during work hours and strongly discouraged at all other times. If communicating with students electronically regarding school-related matters, staff shall use district e-mail using mailing lists and/or other internet messaging to a group of students rather than individual students. Texting a student during work hours is prohibited. Texting a student while off duty is strongly discouraged.

Exceptions to the prohibitions set forth in this policy may be made for health, safety or emergency reasons with superintendent or designee approval.

Staff are subject to disciplinary action up to and including dismissal for using a personal electronic device in any manner that is illegal or violates the terms of this policy. Staff actions on social media websites, public websites and blogs, while on or off duty, which disrupt the school environment, are subject to disciplinary action up to and including dismissal. A "disruption"[2] for purposes of this policy includes, but is not limited to, one or more parent threatens to remove their children from a particular class or ~~a~~ particular school, actual withdrawal of a student or students from a particular class or particular school and/or a threatened or actual negative impact on the learning environment.

~~.~~The taking, disseminating, transferring~~,~~ or sharing of obscene, pornographic~~,~~ or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring~~,~~ or sharing obscene, pornographic~~,~~ or otherwise illegal images or photographs, will be reported to law enforcement and/or other appropriate state or federal agencies.

Licensed staff are subject at all times to the Standards for~~of~~ Competent and Ethical Performance of Oregon Educators. ~~for Teachers.~~

The superintendent shall ensure that this policy is available to all employees.

END OF POLICY

Legal Reference(s):

ORS 163.432
ORS 163.433
ORS 163.684
ORS 163.686
ORS 163.687
ORS 163.688
ORS 163.689
ORS 163.693
ORS 163.700
ORS 167.057
ORS 326.011
ORS 326.051
ORS 332.072
ORS 332.107
ORS 336.840
ORS 339.372

OAR 584-020-0000 – 020-0035

Senate Bill 155 (2019)

18 U.S.C. § 1466A (2018).
18 U.S.C. § 1470 (2018).
20 U.S.C. § 7131 (2018).
20 U.S.C. § 7906 (2018).
Copyrights, Title 17, as amended, United States Code (2018); 19 C.F.R. Part 133 (2019).
Melzer v. Bd. Of Educ., City of New York, 336 F.3d 185 (2d Cir. 2003).

[2] Ibid. p. 1

Ross v. Springfield Sch. Dist., No. FDA 80-1, aff'd, 56 Or. App. 197, rev'd and remanded, 294 Or. 357 (1982), order on remand (1983), aff'd, 71 Or. App. 111 (1984), rev'd and remanded, 300 Or. 507 (1986), order on second remand (1987), revised order on second remand (1988).

Corrected 8/17/22

Code: GCBD/GDBD
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GDBD/GDBD

Sick Leaves and Absences

Sick Leave

Sick leave~~Leave~~ entitlement for personal illness or injury will accrue at the rate of one day for each month worked with a minimum of 10 days each~~per~~ year as provided by Oregon Revised Statutes. Twelve-month employees will accrue 1 day per month or 12 days each year.

In accordance with state law, this leave will accumulate without limit.

The accumulation of sick leave to all 12-month administrators is 12 days per year. For administrators working 236 days per year, the accumulation shall be 11 days per year.

The district reserves the right after ~~an absence of more than five~~ three ~~or more~~ consecutive ~~working~~ days of absence, to require proof of personal illness or injury from all employees, including~~. In addition, the district may require~~ a medical examination by a physician chosen and paid for by the district. Any employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

All medical information will be kept confidential, in a separate file from personnel records, and released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

Other paid and unpaid leaves will be governed by the district's negotiated agreements and/or ~~b~~Board policy and administrative regulations as applicable.

Sickness or other unavoidable circumstances that~~which~~ prevent a teacher from teaching 20 school days immediately following exhaustion of sick leave accumulated under Oregon law will result in the teacher being placed on unpaid leave for the remainder of the school year or until the teacher's disability is removed and he/she is able to return to work. If the teacher is still unable to return to work the following August 1, the Board~~board~~ may terminate the teacher's employment, subject to state and federal laws regarding family illness leave.

All district-paid employee benefits, such as health and dental insurance, will cease on the last day of the month in which employment is terminated, or the staff member is placed on unpaid leave, unless the unpaid leave is in conjunction with state or federal family medical leave. The staff member will be informed of their rights to remain a part of the district benefit plan at personal expense.

Any worker who has sustained a compensable personal injury or illness and is disabled and unable to perform essential job functions, will be reemployed at such time as a physician issues a Fitness-for-Duty

Certification. Such rights of reemployment are subject to seniority rights and other restrictions of the collective bargaining agreement between the employer and employee bargaining unit.

Upon retirement, the unused portion of accumulated sick leave may be applied to the individual's retirement formula computation in accordance with ORS 238.350.

~~**Military Leave***(See policy GCBDE/GDBDE)*~~

~~The district shall follow all procedures required in State and federal law regarding the granting of military leave and any resulting need to consider reemployment.~~

~~Increment credit may be allowed on the salary schedule, up to two years maximum, for those employees who are granted military leave from the district. No credit will be granted for service less than 181 days.~~

Jury Duty

An employee's call to jury duty shall be considered paid leave. Any remuneration to the employee from the court which goes beyond costs incurred (i.e., travel, parking, meals, etc.) shall be forwarded to the district.

The district may request that the court reset an employee's jury time to a time that fits the special needs of the district or its students.

~~**Family Medical Leave**~~

~~The district will comply with all provisions of the Family and Medical Leave Act of 1993 the Oregon Family Leave Act of 1995, the Military Family Leave Act as part of the National Defense Authorization Acts of 2008 and for Fiscal Year 2010 (which expanded certain leave to military families and veterans for specific circumstances), Oregon Military Family Leave Act of 2009 and other applicable provisions of state leave laws, board policies and labor agreements regarding family medical leave.~~

~~In order for an employee to be eligible for the benefits under federal law, he/she must have been employed by the district for the previous 12 months and have worked at least 1250 hours during the past 12 month period.~~

~~In order to be eligible under state law, an employee must work an average of 25 hours per week and have been employed at least 180 days prior to the first day of the family medical leave of absence. For parental leave purposes, however, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.~~

~~Federal and state leave entitlements generally run concurrently.~~

~~The superintendent will develop administrative regulations as necessary for the implementation of the provision of both federal and state law.~~

~~**Other Leave**~~

~~Any other categories of leave not mentioned in this policy shall be governed by appropriate law, administrative regulation or negotiated agreement.~~

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545
ORS 342.610
ORS 659A.046

Knapp v. North Bend, 304 Or. 34 (1987).
Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2012).
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2012); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 8/17/22

Code: GCBDA/GDBDA
Adopted: 2/11/10
Orig. Code: GCBDA/GDBDA

Family Medical Leave

When applicable, the~~The~~ district will comply with the~~all~~ provisions of the Family and Medical Leave Act (FMLA)~~ of 1993~~, the Oregon Family Leave Act (OFLA)~~ of 1995~~, the Military Family Leave Act as part of the National Defense Authorization Acts ~~of 2008 and for Fiscal Year 2010~~ (which expanded certain leave to military families and veterans for specific circumstances), the Oregon Military Family Leave Act (OMFLA)~~ of 2009,~~ and other applicable provisions of Board policies and collective bargaining agreements regarding family medical leave.

FMLA applies to districts with 50 or more employees within 75 miles of the employee's worksite, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

OFLA and OMFLA applies to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

In order for an employee to be eligible for the benefits under FMLA~~federal law~~, he/she must have been employed by the district for at least 12 months and have worked at least 1,250~~1250~~ hours during the past 12-month period.

In order for an employee to be eligible for the benefits under OFLA, he/she ~~state law, an employee~~ must work an average of 25 hours per week and have been employed at least 180 calendar days prior to the first day of the family medical leave of absence. For parental leave purposes, ~~however,~~ an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

Federal and state leave entitlements generally run concurrently.

The superintendent or designee will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545
ORS 659A.090
ORS 659A.093
ORS 659A.096
ORS 659A.099
ORS 659A.150 to -659A.186
OAR 839-009-0200 to -0320

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654 (2012); 5 U.S.C. §§ 6381-6387 (2012); Family and Medical Leave Act, 29 C.F.R. Part 825 (2017).
Americans with Disabilities Act Amendments Act of 2008.
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).

Corrected 8/17/22

Code: GCBDA/GDBDA-AR(1)
Revised/Reviewed: 2/11/10; 2/12/14; 9/09/15; 1/13/16
Orig. Code: GCBDA/GDBDA-AR(1)

Federal Family and Medical Leave/State Family Medical Leave

(Version 1)

(This AR was rewritten in 2017. Recommend using new version.)

Coverage

Federal law covers public agencies, including districts. In order for school employees to be eligible, however, they must be employed at a work site with 50 or more employees within 75 miles of the employee's work site for each working day during each of the 20 or more calendar workweeks in the year in which the leave is taken or in the preceding calendar year. State law covers districts that employ 25 or more part-time or full-time employees for each working day during 20 or more calendar workweeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

Eligibility

Federal law applies to employees who have worked for the district for at least 12 months and for at least 1250 hours during the year preceding the start of the leave. State law generally applies to employees who work an average of 25 hours or more per week for the district during the 180 days or more immediately prior to the first day of the start of the requested leave. Oregon Military Family Leave Act (OMFLA) applies to employees who work an average of at least 20 hours per week. For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

In determining that an employee has been employed for the preceding 180 calendar days, the employer must count the number of days an employee is maintained on the payroll, including all time paid or unpaid. If an employee continues to be employed by a successor in interest to the original employer, the number of days worked are counted as continuous employment by a single employer.

In determining 25 hours average workweek, the employer must count the actual hours worked using guidelines set out pursuant to the Fair Labor Standards Act.

Definitions

"Child[1]," for the purpose of taking parental leave under state law, means a biological, adopted, foster child or stepchild of the employee or a child with whom the employee is or was in a relationship of "in loco parentis." A legal or biological relationship is not required. The child must be under 18 years of age or may be 18 years of age or older if incapable of self-care due to mental or physical impairment as defined by ORS 659A.159.

"Contingency Operation" is a military operation that:

1. Is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

2. Results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305, or 12406 of Title 10 of the United States Code, chapter 15 of Title 10 of the United States Code, or any other provision of law during a war or during a national emergency declared by the President or Congress.

"Covered active duty" means:

1. In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of Title 10, United States Code.

"Covered service member" means:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment , recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

    a. "Family member ," for purposes of FMLA and OFLA leave, means a(n):

        (1) Spouse[2];
        (2) Child of the employee (biological, adopted, foster or step child, a legal ward, or child of the employee standing in loco parentis);

[1] ~~For FMLA, the age of the son or daughter at the onset of the disability is not relevant in determining a parent's entitlement to FMLA leave.~~

[2] "Spouse" means individuals in a marriage, including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

b. Custodial parent;

3. Noncustodial parent;

4. Biological parent;

5. Adoptive parent;

6. Stepparent or foster parent; or

7. Individual who was in loco parentis to the employee when the employee was a child.

Additionally, when defining "family member" under OFLA, this definition includes a:

1. Grandparent;

2. Grandchild; or

3. Parents-in-law parents of registered domestic partner.

For OFLA purposes, an employee's child in any of these categories may be either a minor or an adult child at the time serious health condition leave, sick child leave or the death of a family member leave is taken.

"Next of kin" means the nearest blood relative of the eligible employee.

"Serious Health Condition," under federal law means an illness, injury, impairment or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility;

2. Any period of incapacity requiring absence from work, school or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;

3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days;

4. Illness, disease or condition is terminal, requires constant care, and poses an imminent danger of death; or

5. Disability due to pregnancy, childbirth or prenatal care.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

An employee is unable to perform the functions of the position when the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA) federal regulations. The district has the option, in requiring medical verification from a health care provider, to provide a statement of the essential functions of the employee's position for the provider to review.

A "serious health condition" under state law means an illness, injury, impairment or physical or mental condition of an employee or family member that:

1. Requires inpatient care in a hospital, hospice or residential medical care facility such as a nursing home. When a family member resides in a long-term residential care facility, leave shall apply only to:

   a. Transition periods spent moving the family member from one home or facility to another, including time to make arrangements for such transitions;
   b. Transportation or other assistance required for a family member to obtain care from a physician;
   c. Serious health conditions as described in items 2-8 below.

2. The treating health care provider judges to pose an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;

3. Requires constant or continuing care such as home care administered by a health care professional;

4. Involves a period of incapacity. Incapacity is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days and any subsequent required treatment or recovery period relating to the same condition. This incapacity must involve:

   a. Two or more treatments by a health care provider;
   b. One treatment plus a regimen of continuing care.

5. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time and may cause episodic rather than a continuing period of incapacity such as asthma, diabetes or epilepsy.

6. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer's disease, a severe stroke or terminal stages of a disease;

7. Involves multiple treatments for restorative surgery or for a condition such as chemotherapy for cancer, physical therapy for arthritis or dialysis for kidney disease that if not treated would likely result in incapacity of more than three days; or

8. Involves any period of disability of a female due to pregnancy or childbirth or period of absence for prenatal care.

"Serious injury or illness," for the purpose of caring for a covered service member, means:

1. In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces, or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

2. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty, on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

   a. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; or
   b. A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
   c. A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
   d. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Purpose of Leave

Federal and state laws allow eligible employees to take FMLA or OFLA leave for the following purposes, commonly referred to as parental leave, serious health condition leave, pregnancy disability leave, injured service member leave, military family leave, leave for the death of a family member or sick child leave (sick child leave and death of a family member leave are OFLA only):

1. Birth of the employee's child and for bonding with a newborn (eligibility expires 12 months after the birth);

2. Placement of a child with the employee for adoption or foster care or for bonding with a newly placed child, when the child is under 18 years of age (eligibility expires 12 months after placement), or when a child is older than 18 years of age if incapable of self-care because of mental or physical disability;

3. Care of a family member with a serious health condition;

4. Employee's own serious health condition;

5. Eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, son, daughter or parent is on covered active duty or called to covered active duty status during the deployment of the member with the Armed Forces to a foreign country." (CFR section 825.126(a)(1 and 2); Federal Register Vol. 78, No. 25, Page 8917);

6. Injured Service Member Leave allows an employee leave to care for a covered servicemember who is the employee's spouse, son, daughter, parent, or next of kin, who has been injured in the line of duty as a member of the Armed Forces;

7. State law allows employees to take leave for the care of a sick or injured child who requires home care but is not suffering from a serious health condition. The district is not required to grant leave for routine medical or dental appointments;

8. State law allows employees to take leave for the death of a family member[3] to attend the funeral or alternative to a funeral of the family member, make arrangements necessitated by the death of the family member or grieve the death of the family member;

9. Military Family Leave allows leave for a spouse of a military personnel per each deployment of the spouse when the spouse has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment (OFLA).

Length of Leave

An employee eligible for FMLA leave under federal law is entitled to a total of 12 work weeks of leave during any 12-month period for the purposes specified above. A husband and wife who are eligible and who both work for the district may only take a combined total of 12 workweeks of leave if the leave is taken to care for a parent with a serious health condition or if the leave is for the birth of a child or the placement of a child for adoption or foster care.

There will be occasions where a husband and wife employed by the same district will not have to share the 12-week allotment of leave. This situation arises where an employee is eligible for both FMLA and OFLA or just OFLA leave and the employee is taking leave to care for a newborn with a serious health condition.

An employee eligible for Military Caregiver Leave is entitled to a total of 26 work weeks of leave to care for a covered service member during a single 12-month period. The 12-month period begins when the Military Caregiver Leave begins.

An employee eligible for OFLA leave under state law is entitled to a total of 12 workweeks of leave during any 12-month period for the purposes specified above. The 14 days of leave provided by the OMFLA and the two weeks of leave provided for the death of a family member are part of the 12 weeks. Two or more family members who are eligible and who both work for the district may not take OFLA leave at the same time unless:

1. One employee needs to care for another employee who is a family member and who is suffering from a serious health condition;

2. One employee needs to care for a child suffering from a serious health condition while another employee, who is a family member, is also suffering from a serious health condition; or

[3] ~~Must be completed within 60 days of the date on which the eligible employee receives notice of the death of the family member.~~

3. Both family members are suffering from a serious health condition; or

4. The employees are taking leave for the death of a family member; or

5. The concurrent leave in such instances is permitted by the district.

In addition to the 12 workweeks of family leave authorized above, under state law a female eligible employee may take an additional 12 workweeks of leave within any one-year period for an illness, injury or condition related to pregnancy or childbirth that disables the employee from performing her work duties. An employee who takes 12 workweeks of OFLA leave for parental leave may also take up to an additional 12 workweeks of sick child leave within the same leave year. If the employee uses less than 12 weeks of parental leave, however, no additional sick child leave is available, except for the balance of the initial 12 weeks. The employee may also use this balance for any OFLA leave purpose.

A female employee may take up to 36 weeks of OFLA leave in one leave year, but only under the following circumstances:

1. The female employee takes 12 weeks of pregnancy disability leave; followed by

2. Twelve weeks of parental leave; followed by

3. Twelve weeks of sick child leave.

A male employee may take up to 24 weeks of OFLA leave in one year, but only under the following circumstances:

1. The male employee takes 12 weeks of parental leave; followed by

2. Twelve weeks of sick child leave.

Parental leave must be taken in one uninterrupted period – unless the employer approves otherwise – and must be completed within 12 months of the birth, adoption or placement of the child. An exception must be made to allow parental leave to effectuate adoption or foster placement of the child. Such leave need not be taken in one, uninterrupted period with any additional parental leave.

The birth, adoption or foster placement of multiple children at one time entitles the employee to take only one 12-week period of parental leave.

Sick child leave need not be provided if another family member, including a noncustodial biological parent, is willing and able to care for the child.

For the purpose of intermittent leave, leave entitlement is calculated for an employee by multiplying the number of hours the employee normally works per week by 12. (For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.) If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek. (For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.) If an employee takes intermittent or reduced work

schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

An employee, who has previously qualified for and taken some portion of OFLA leave, may request additional OFLA leave within the same leave year. The employee must requalify as an eligible employee for each additional leave requested unless one of the following exceptions apply:

1. A female employee who has taken 12 weeks of pregnancy-disability leave need not requalify for 12 weeks in the same leave year for any other purpose,

2. An employee who has taken 12 weeks of parental leave does not need to requalify to take an additional 12-weeks in the same leave year for sick child leave; and

3. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason.

For situations where time off is covered by OFLA, but not covered by FMLA leave (e.g., the employer has 25 to 49 employees; or the leave taken is for a sick child or for serious health condition of a parent-in-law or parent of the employee's registered domestic partner, grandparent or grandchild) the employer:

1. May allow an exempt employee with accrued paid leave to take OFLA leave in blocks of less than a full day. For these purposes, an exempt employee is a salaried executive, administrative or professional employee under the federal Fair Labor Standards Act or the state minimum wage and overtime laws;

2. May not reduce the salary of an employee who does not have or has run out of accrued paid leave and takes intermittent leave in blocks of less than a full day. To do so would result in the loss of exemption under state law.

The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options employee leave at least as generous as the leave required by OFLA.

An employee, who has previously qualified for and taken some portion of FMLA leave, may request additional FMLA leave within the same leave year. The employee need not requalify as an eligible employee if the additional leave applied for is in the same leave year and for the same condition.

Intermittent Leave and Alternate Duty

An employer may transfer an employee on a foreseeable intermittent FMLA/OFLA leave or reduced work schedule into an alternate position with the same or different duties to accommodate the leave, provided the following exist:

1. The employee accepts the transfer position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;

3. The transfer is compliant with applicable collective bargaining agreements, as well as with state and federal law, providing all the employee protections found in FMLA regulations 29 C.F.R. Part 825;

4. Transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and

5. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

An employee transferred, as provided in 1.-5. above, to an alternate position for the purpose of a reduced work schedule, must be returned to the employee's former position.

FMLA/OFLA leave time for an employee on intermittent leave or a reduced work schedule is the difference between the number of hours the employee normally works and the number of hours the employee actually works during the intermittent leave or reduced work schedule. Holidays or days in which the district is not in operation are not counted toward intermittent or reduced work schedule FMLA/OFLA leave unless the employee was scheduled and expected to work on the holiday.

The district may transfer an employee recovering from a serious health condition to an alternate position that accommodates the serious health condition provided:

1. The employee accepts the position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

3. The transfer is compliant with applicable collective bargaining agreements, as well as with state and federal law, providing all the employee protections found in FMLA regulations 29 C.F.R. Part 825; and

4. The transfer is not used to discourage the employee from taking FMLA/OFLA leave for a serious health condition, or to create a hardship for the employee.

An employee is not on FMLA/OFLA leave if the employee has been transferred, as provided in section 1.-3. above, to an alternate position for the purpose of alternate work duties that the employee is able to perform within the limitations of the employee's own serious health condition, but not requiring a reduced workweek. An employee working in an alternate position retains the right to return to the employee's original position unless all FMLA/OFLA leave taken in that leave year plus the period of time worked in the alternate position exceed 12 weeks.

An alternate position accommodating an employee's serious health condition may result in the employee working fewer hours than the employee worked in the original position. The employee's FMLA/OFLA leave is the difference between the number of hours the employee worked in the original position and the number of hours the employee actually works in the alternate position.

Intermittent leave for school teachers is subject to special rules.

The district recognizes that state law will not always reduce the employee's FMLA, 12 workweek entitlement (i.e., leave to care for a parent-in-law or sick child leave).

Special Rules for Teachers

Special rules apply if leave is requested to be taken near the end of a semester.

1. Under OFLA leave, if a teacher requests, in advance, leave for a serious health condition and the teacher will be absent more than 20 percent of the total number of working days during the period over which the leave would be taken then the employer may require the teacher to elect one of the following options:

    a. To take family leave for one uninterrupted period of time as necessary to complete medical treatment. (School holidays and school vacation days are not counted as family leave.);
    b. To transfer temporarily into an available alternative position which better accommodates periodic absences or recurring periods of leave.

2. Under FMLA leave, if a teacher begins leave more than five weeks before the end of the academic term because of the teacher's own serious health condition, the employer may require the teacher to remain on leave until the end of the term if:

    a. The family leave is at least three weeks long; and
    b. The teacher's return to work would occur within three weeks of the end of the term.

3. If a teacher begins FMLA or OFLA leave within five weeks of the end of the academic term because of parental leave, the serious health condition of a family member, or to care for a covered service member, the employer may require the teacher to remain on family leave through the end of the term if:

    a. The leave is more than two weeks long; and
    b. The teacher's return would occur within the last two weeks of the term.

4. If a teacher begins FMLA or OFLA leave within three weeks of the end of the academic term because of parental leave, to care for a family member with a serious health condition, or to care for a covered service member and the leave is greater than five working days, the employer may require the teacher to remain on family leave until the end of the term.

5. If a teacher takes FMLA/OFLA leave to the end of the school year and continues the leave at the beginning of the next school term, the leave is consecutive rather than intermittent leave.

    a. The period between the end of the school term and the beginning of the next school term, when a teacher would not have been required to report for duty, is not counted against the teacher's FMLA or OFLA leave entitlements.
    b. A teacher on FMLA/OFLA leave at the end of the school term must be provided with the same benefits during the period between school terms that the teacher would normally receive if no FMLA/OFLA leave were taken.

6. If a teacher is required by the employer to remain on leave to the end of the academic term, only the period of leave the teacher requested shall be charged against the teacher's FMLA/OFLA leave entitlement.

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7. Nothing in FMLA/OFLA rules prohibits the employer from allowing the teacher to work as a substitute or in some other paid capacity during the weeks prior to the end of term under 3. or 4. above.

8. Full-time employees covered by OFLA rules, and who have been maintained on the payroll by a district during 180 consecutive calendar days, are thereafter deemed to have been employed by that district for an average of at least 25 hours per week during the 180 days immediately preceding the date any OFLA leave begins.

Calculating the 12-Month Period for Leave

The district will use the same method for calculating the 12-month period in which the 12 workweek FMLA and OFLA leave entitlement occurs for all employees. The district will use any fixed 12-month "leave year."

Leaves to care for covered service members has its own 12-month year beginning on the first day of leave regardless of the district's method of calculating the 12-month period for leave.

Paid/Unpaid Leave

Family leave under federal and state law is generally unpaid. An employee may elect to use accrued paid leave including personal and sick leave, or accrued vacation leave for the leave period.

The district will notify the employee that the requested leave has been designated as FMLA and/or OFLA leave and, if required by the district, that accrued paid leave shall be used during the leave period. In the event the district is aware of an OFLA or FMLA qualifying exigency, the district shall notify the employee of the intent to designate the leave as such regardless of whether a request has been made by the employee. Such notification will be given to the employee prior to the commencement of the leave or within two working days of the employee's notice of an unanticipated or emergency leave.

When the district does not have sufficient information to make a determination of whether the leave qualifies as FMLA or OFLA leave, the district will provide the required notice promptly when the information is available but no later than two working days after the district has received the information. Oral notices will be confirmed in writing no later than the following payday. If the payday is less than one week after the oral notice is given, written notice will be provided no later than the subsequent payday.

Continuation of Health Insurance Benefits

Under federal and state law, group health insurance benefits and premium payments must be continued on the same basis as coverage would have been provided and premiums paid if the employee had been continuously employed during the leave period. The district will continue to pay the district's contribution toward the employee's premiums. The employee will continue to pay the employee's share of premiums, if any.

A 30-day grace period will be allowed for receipt of employee contributions. The district's obligation to maintain the employee's benefits will cease if the employee's contribution is more than 30 days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

In the event the district is required to pay or elects to pay any part of the costs of providing health, disability, life or other insurance coverage for an employee during the period of FMLA or OFLA leave that should have been paid by the employee, the district may deduct, on the employee's return to work, such amounts from the employee's pay as have been advanced.

In no event may the total deducted exceed 10 percent of the employee's gross pay each pay period.

Return to Work

After leave granted under federal and state law, an employee is generally entitled to be returned to the same position the employee held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment unless otherwise excepted by law.

Fitness-for-Duty Certification

If the leave was required for the employee's own serious health condition, including intermittent leave, the district may require the employee to obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA leave. The district is responsible for any co-pay or other out-of-pocket costs incurred by the employee in providing certification. Failure to provide the fitness-for-duty certification may result in a delay or denial of reinstatement.

Application

Under federal and state law, an employee requesting FMLA and/or OFLA leave shall provide at least 30 days notice prior to the leave date if the leave is foreseeable. The notice shall be written and include the anticipated start, duration and reasons for the requested leave. The employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district.

When an employee is able to give advance notice and requests leave, an employer may request additional information to determine that the leave qualifies for designation as FMLA/OFLA leave. The employer may designate the employee as provisionally on FMLA/OFLA leave until sufficient information is received to make a determination. An employee able to give advance notice of the need to take FMLA/OFLA leave must follow the employer's known, reasonable and customary procedures for requesting any kind of leave.

If advance notice is not possible, for example due to a change in circumstances or a medical emergency, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," under federal law means the employee generally must comply with the employer's normal call-in procedures.

An employee eligible for OFLA leave is required, under state law, to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time.

In either case, proper documentation must be submitted no later than three working days following the employee's return to work.

Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave for up to 30 days after the notice is ultimately given.

Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

Medical Certification

When an employee provides 30 or more days notice when applying for FMLA and/or OFLA leave, other than for parental leave, the employer shall require the employee to provide medical documentation when appropriate to support the request for leave. The district will provide written notification to employees of this requirement within five working days of employee's request for leave. If the employee provides less than 30 days notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

The district may request re-certification of a condition when the minimum duration of a certification expires if the employee still needs leave. If the certification does not indicate a duration or indicates that it is ongoing, the district may request re-certification at least every six months in connection with an absence.

Under federal law, a second medical opinion may be required whenever the district has reason to doubt the validity of the initial medical opinion. The health care provider may be selected by the district. The provider shall not be employed by the district on a regular basis. Should the first and second medical certifications differ, a third opinion may be required. The district and the employee will mutually agree on the selection of the health care provider for a third medical certification. The third opinion will be final. Second and third opinions and the actual travel expenses for an employee to obtain such opinions will be paid for by the district.

Under state law, if an employee requests OFLA leave because of a serious health condition, the district may require a second opinion and designate the health care provider. The provider may not be employed by the district. Should the two opinions conflict, the district may require a third opinion and that the two providers designate the third health care provider. The third opinion will be final. Second and third opinions and the actual travel expenses for the employee to obtain such opinions will be paid for by the district.

An employer may not delay the taking of an OFLA leave in the event that medical certification is not received prior to the commencement of a leave taken subject to the timelines set forth in this regulation. The employer may designate the leave as provisionally approved subject to medical certification. The employer shall provide the employee with written notice of any requirement to provide medical

certification of the need for leave and the consequences for failure to do so. The employee must be allowed a minimum of 15 days to provide medical certification.

If the employee elects or the district requires substitution of accrued sick leave, vacation or other paid leave for unpaid leave pursuant to a collective bargaining agreement or other Board policy, the district will follow the medical documentation requirements of the applicable leave policy or contract provision whenever such requirements are more beneficial to the employee.

If an employee has taken sick child leave on all or any part of three separate days during a leave year, the employer may require medical certification on the fourth day or subsequent occurrence of sick child leave within that leave year. The employer must pay the cost of the medical certification not covered by insurance or other benefit plan. The opinion of the health care provider shall be binding. The employer may not require the employee to obtain a second opinion. The employer is not required to request medical certification for sick child leave exceeding three days and may make such requests at the employer's discretion.

Notification

Any notice required by federal and state laws explaining employee rights and responsibilities will be posted in all staff rooms and the district office. Additional information may be obtained by contacting the human resource director.

Record Keeping/Posted Notice

The district will maintain all records as required by federal and state laws including dates leave is taken by employees, identified separately from other leave; hours/days of leave; copies of general and specific notices to employees, including Board policy(ies) and regulations; premium payments of employee health benefits while on leave and records of any disputes with employees regarding granting of leave.

Medical documentation will be maintained separately from personnel files as confidential medical records.

The district will post notice of Federal Family and Medical Leave Act and Oregon Family Leave Act requirements.

Federal vs. State Law

Both federal and state law contain provisions regarding leave for family illness. Federal regulations state an employer must comply with both laws; that the federal law does not supersede any provision of state law that provides greater family leave rights than those established pursuant to federal law and that state and federal leave entitlements run concurrently. State law requires that federal and state leave run concurrently when possible. For example, due to differences in regulations, an employee who takes leave after 180 days of employment but before one year, is still eligible to take a full 12 workweeks of federal leave after meeting the one-year work requirement. After the first work year, leave will run concurrently.

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:
- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness*.
***The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.
Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.
Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:
- Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

Corrected 9/07/22

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Code: GCBDA/GDBDA-AR(1)
Revised/Reviewed:

Family Leave
(Version 2)

Coverage

The federal Family and Medical Leave Act (FMLA) applies to districts with 50 or more employees within 75 miles of the employee's work site, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

The Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA) applies to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

Employee Eligibility

FMLA applies to employees who have worked for the district for at least 12 months (not necessarily consecutive) and worked for at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

An employee who has previously qualified for and has taken some portion of FMLA leave may request additional FMLA leave within the same leave year. In such instances, the employee need not requalify as an eligible employee, if the additional leave applied for is in the same leave year and for the same condition.

OFLA applies to employees who work an average of 25 hours or more per week during the 180 calendar days or more immediately prior to the first day of the start of the requested leave.[1] For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

An employee of a covered employer is eligible to take leave for purposes of OFLA during a period of time covered by a public health emergency except:

[1] The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options employee leave at least as generous as the leave required by OFLA.

1. An employee who worked for the covered employer for fewer than 30 days immediately before the date on which the family leave would commence; or

2. An employee who worked for the covered employer for an average of fewer than 25 hours per week in the 30 days immediately before the date on which the family leave would commence.

An employee of a covered employer is eligible to take leave for purposes of OFLA if the employee:

1. Separates from employment with the covered employer, irrespective of any reason:

   a. Is eligible to take leave OFLA at the time the employee separates; and
   b. Is reemployed by the covered employer within 180 days of separation from employment; or

2. Is eligible to take OFLA leave:

   a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
   b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for a covered employer prior to a break in service due to a separation from employment or a temporary cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the employer within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

An employee who has previously qualified for and has taken some portion of OFLA leave, may request additional OFLA leave within the same leave year. In such instances, the employee must requalify as an eligible employee for each additional leave requested unless one of the following exceptions apply:

1. A female employee who has taken 12 weeks of pregnancy disability leave need not requalify leave in the same leave year for any other purpose;

2. An employee who has taken 12 weeks of parental leave need not requalify to take an additional 12 weeks in the same leave year for sick child leave; and

3. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason.

OMFLA applies to employees who work an average of at least 20 hours per week. There is no minimum number of days worked when determining employee eligibility for OMFLA.

In determining if an employee has been employed for the preceding 180 calendar days, when applicable, the employer must consider days, e.g., paid or unpaid, an employee is maintained on payroll for any part of a work week. Full-time public school teachers who have been maintained on payroll by a district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave. This provision is eligible for rebuttal if for example, the employee was on a nonpaid sabbatical.

In determining average workweek, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

Qualifying Reason

Eligible employees may access FMLA leave for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:

    a. Inpatient care;
    b. Continuing treatment;
    c. Chronic conditions;
    d. Permanent, long-term or terminal conditions;
    e. Multiple treatments;
    f. Pregnancy and prenatal care.

2. Parental leave[2] (separate from eligible leave as a result of a child's serious health condition):

    a. Bonding with and the care for the employee's newborn (within 12 months following birth);
    b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
    c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
    d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.

3. Military Caregiver Leave: leave for the care for spouse, son, daughter or next-of-kin who is a covered servicemember/veteran with a serious injury or illness;

4. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, son, daughter or parent.

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:

    a. Inpatient care;
    b. Continuing treatment;
    c. Chronic conditions;
    d. Permanent, long-term or terminal conditions;
    e. Multiple treatments;
    f. Pregnancy and prenatal care.

2. Parental leave (separate from eligible leave as a result of the child's serious health condition):

    a. Bonding with and the care for the employee's newborn (within 12 months following birth);
    b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
    c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);

[2] Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

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d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.

3. Sick Child Leave: leave for non-serious health conditions of the employee's child. For OFLA, sick child leave includes absence to care for an employee's child whose school or child care provider has been closed[3] in conjunction with a statewide public health emergency declared by a public health official.[4]

4. Bereavement Leave: leave related to the death of a covered family member.[5]

5. Eligible employees may access OMFLA for the purpose of spending time with a spouse or same-gender domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

6. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same district designated leave period may be reconfirmed at the start of each qualified leave requested.

Definitions

1. Family member:

   a. For the purposes of FMLA, "family member" means:

      (1) Spouse[6];
      (2) Parent;
      (3) Child; or
      (4) Persons who are "in loco parentis".

   b. For the purposes of OFLA, "family member" means:

      (1) Spouse;
      (2) Registered, same-gender domestic partner;
      (3) Parent;
      (4) Parent-in-law;

[3] "Closure" for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child's school or child care provider. OAR 839-009-0210(4).

[4] The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:
1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable; and
3. A statement from the employee that no other family member of the child is willing and able to care for the child.
With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

[5] Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

[6] "Spouse" means individuals in a marriage, including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

(5) Parent of employee's registered, same-gender domestic partner;
(6) Child;
(7) Child of employee's registered, same-gender domestic partner;
(8) Grandchild;
(9) Grandparent; or
(10) Persons who are "in loco parentis".

2. Child:

a. For the purposes of FMLA, "child" means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis", who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental impairment.
b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, "child" means the employee's son or daughter on covered active duty regardless of that child's age.
c. For the purposes of OFLA, "child" means a biological, adopted, foster child or stepchild of the employee, the child of the employee's same-gender domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis".
d. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

3. In loco parentis:

a. For the purposes of FMLA, "in loco parentis" means persons with day-to-day responsibility to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
b. For the purposes of OFLA, "in loco parentis" means person in the place of the parent having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Next of kin:

For the purposes of FMLA and Military Caregiver Leave under FMLA, "next of kin" means the nearest blood relative other than the servicemember's spouse, parent, son or daughter in the following order of priority (unless otherwise designated in writing by the servicemember):

a. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
b. Brothers or sisters;
c. Grandparents;
d. Aunts and uncles; and
e. First cousins.

5. Covered servicemembers:

For the purposes of Military Caregiver Leave under FMLA, "covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is

receiving medical treatment, recuperation or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.

6. Covered veteran:

   For the purposes of Military Caregiver Leave under FMLA, "covered veteran" means a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness provided they were:

   a. A member of the Armed Forces (including a member of the National Guard or Reserves);
   b. Discharged or released under conditions other than dishonorable; and
   c. Discharged within the five-year period before the eligible employee first takes FMLA, Military Caregiver Leave.

7. Public health emergency:

   For OFLA a public health emergency means;

   a. A public health emergency declared under ORS 433.441.
   b. An emergency declared under ORS 401.165 if related to a public health emergency as defined in ORS 433.442.

Leave Period

For the purposes of calculating an employee's leave period, the district will use a "rolling" 12-month period measured backward from the date the employee uses any family and medical leave. The same method for calculating the 12-month period for FMLA and OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district's designated 12-month leave period described above.

Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period[7]. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district's designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted or foster child or the care for an adopted or foster child after placement, or to care for the employee's parent's serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee's leave entitlement within the district's designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period. However, an eligible employee is entitled to an

[7] An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district's leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee's 26-week entitlement under Military Caregiver Leave under FMLA.

additional, full 12 weeks of parental leave during the district's designated leave period following the birth of a child regardless of how much OFLA qualified leave the employee has taken prior to the birth of such child during the district's designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the district designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA during the district's designated leave period for the purpose of caring for a child(ren) with a non-serious health condition requiring home care.[8] Unlike FMLA, OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.[9]

For the purposes of OMFLA, an eligible employee is entitled to 14 days of leave per call or order to active duty or notification of a leave from deployment. When an employee also meets the eligibility requirements of OFLA, the duration of the OMFLA leave counts toward that employee's leave entitlement during the district's designated leave period.

Except as otherwise noted above, qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the district's designated leave period.

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12[10]. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek[11]. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Intermittent Leave

With the exception of parental leave which must be taken in one continuous block of time, an eligible employee is permitted under FMLA and OFLA to take intermittent leave for any qualifying reason.

Intermittent leave is taken in multiple blocks of time (i.e., hours, days, weeks, etc.) rather than in one continuous block of time and/or requires a modified or reduced work schedule. For OFLA this includes but not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

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[8] Sick child leave under OFLA need not be provided if another family member, including a noncustodial biological parent, is willing and able to care for the child.

[9] Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family member wants to take Bereavement Leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

[10] For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

[11] For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.

When an employee is eligible for OFLA leave, but not FMLA leave, the employer:

1. May allow an exempt employee, as defined by state and federal law, with accrued paid time off to take OFLA leave in blocks of less than a full day; but

2. May not reduce the salary of an employee who is taking intermittent leave when they do not have accrued paid leave available. To do so would result in the loss of exemption under state law.

An employee's FMLA and/or OFLA intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

Holidays or days in which the district is not in operation, are not counted against the eligible employee's intermittent OFLA leave period unless the employee was scheduled and expected to work on any such day.

Alternate Work Assignment

The district may transfer an employee recovering from a serious health condition to an alternate position which accommodates the serious health condition provided:

1. The employee accepts the position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

3. The transfer is compliant with any applicable collective bargaining agreement;

4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA; and

5. The transfer is not used to discourage the employee from taking FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on a foreseeable intermittent FMLA and/or OFLA leave to another position with the same or different duties to accommodate the leave, provided:

1. The employee accepts the transfer position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

3. The transfer is compliant with any applicable collective bargaining agreements;

4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;

5. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and

6. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

If an eligible employee is transferred to an alternative position, and as a result the employee works fewer hours than the employee was working in the original position, the employee's FMLA and/or OFLA leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

When an employee is transferred to alternate position as described above but such transfer does not result in a reduced schedule, time worked in any such alternate position shall not be considered for the purpose of FMLA and/or OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all FMLA and/or OFLA leave taken in that leave year plus the period of time worked in the alternate position exceeds 12 weeks.

Special Rules for School Employees

For the purposes of FMLA, "instructional employee" means those whose principal function is to teach and instruct students in a class, a small group or an individual setting. Athletic coaches, driving instructors and special education assistants, such as interpreters for the hearing impaired, are included in this definition. This definition does not apply to teacher assistants or aides who do not have as their principal job actual teaching or instructing, counselors, psychologist, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

For the purposes of OFLA, "school employee" means employees employed principally as instructors in public kindergartens, elementary schools, secondary schools or education service districts.

FMLA and/or OFLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. In any such situation, the eligible school employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

   When the qualified leave is foreseeable, will encompass more than 20 percent of the eligible school employee's regular work schedule during the leave period, and the purpose of such leave is to care for a family member with a serious medical condition, for a servicemember with a serious medical condition or because of the employee's own serious medical condition, the district may require the eligible school employee to:

   a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
   b. Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's original position.

2. Limitation on Leave Near the End of the School Year

When an eligible school employee requests leave near the end of the school year, the district may require the following:

a. When the qualified leave begins more than five weeks before the end of the school year:

(1) For the purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the school year provided:

(a) The leave will last at least three weeks; and
(b) The employee would return to work during the three-week period before the end of the term.

(2) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain in leave until the end of the school year, provided:

(a) The leave will last at least three weeks; and
(b) The employee's return to work would occur within three weeks of the end of the school year.

b. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided:

(1) The leave will last more than two weeks; and
(2) The employee would return to work during the two-week period before the end of the school year.

c. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days.

If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

Paid/Unpaid Leave

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Subject to any related provisions in any applicable collective bargaining agreement, an employee may elect to use any available accrued paid leave including personal and sick leave, or available accrued vacation leave during the leave period.

The district will notify the eligible employee that the requested leave has been designated as FMLA and/or OFLA leave and, if required by the district, that available accrued paid leave shall be used during the leave

period. In the event the district is aware of an OFLA or FMLA qualifying exigency, the district shall notify the eligible employee of its intent to designate the leave as such regardless of whether a request has been made by the eligible employee. Such notification will be given to the eligible employee prior to the commencement of the leave or within two working days of the employee's notice of an unanticipated or emergency leave, whichever is sooner.

When the district does not have sufficient information to make a determination of whether the leave qualifies as FMLA or OFLA leave, the district will provide the required notice promptly when the information is available but no later than two working days after the district has received the information. Oral notices will be confirmed in writing no later than the following payday. If the payday is less than one week after the oral notice is given, written notice will be provided no later than the subsequent payday.

Eligible employees who request OMFLA leave shall not be required to use any available accrued paid time off during the OMFLA leave period.

Benefits and Insurance

When an eligible employee returns to work following a FMLA or OFLA qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other employer's policy provide otherwise.[12] The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

For the purposes of FMLA and OFLA, the district will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to pay the employee portion of any such group health insurance contribution as a condition of continued coverage.

For the purposes of FMLA qualified leave, the district's obligation to maintain the employee's group health insurance coverage will cease if the employee's contribution is remitted more than 30 calendar days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

Fitness-for-Duty Certification

Prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If

[12] See also ORS 342.934(4)(d) in reduction force situations.

the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA and/or OFLA leave. Failure to provide the certification may result in a delay or denial of reinstatement.

For the purposes of FMLA qualified leave, any costs associated with obtaining the fitness-for-duty certification shall be borne by the employee.

For the purposes of OFLA qualified leave, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

If the leave is qualified under both FMLA and OFLA, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

Application

Under federal and state law, an eligible employee requesting FMLA and/or OFLA leave shall provide at least 30 days' notice prior to the leave date if the leave is foreseeable. The notice shall be written and include the anticipated start date, duration and reasons for the requested leave. When appropriate, the eligible employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district.

The district may request additional information to determine that the requested leave qualifies as FMLA and/or OFLA leave. The district may designate the employee as provisionally on FMLA and/or OFLA leave until sufficient information is received to properly make a determination. An eligible employee able to give advance notice of the need to take FMLA and/or OFLA leave must follow the employer's known, reasonable and customary procedures for requesting any kind of leave.

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means the employee must comply with the employer's normal call-in procedures except in limited and under unique circumstances. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.

For the purposes of OFLA, an eligible employee is required to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

When an employee fails to give advance notice for both the FMLA and OFLA above, the district must choose the remedy that is most advantageous to the employee.

In all cases, proper documentation must be submitted no later than three working days following the employee's return to work.

Medical Certification

PROPOSED

The district shall require an eligible employee to provide medical documentation, when appropriate, to support the stated reason for such leave, other than to care for a child who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency. The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

The district may request re-certification of a condition when the minimum duration of a certification expires if continued leave is requested. If the certification does not indicate a duration or indicates that it is ongoing, the district may request re-certification at least every six months in connection with an absence.

Under federal law, a second medical opinion may be required whenever the district has reason to doubt the validity of the initial medical opinion. The health care provider may be selected by the district. The provider shall not be employed by the district on a regular basis. Should the first and second medical certifications differ, a third opinion may be required. The district and the employee will mutually agree on the selection of the health care provider for a third medical certification. The third opinion will be final. Second and third opinions and the actual travel expenses for an employee to obtain such opinions will be paid for by the district.

Second and Third Opinions

1. For the purposes of FMLA, the district may designate a second health care provider, but that person cannot be utilized by the district on a regular basis except in rural areas where health care is extremely limited. If the opinions of the employee's and the district's designated health care provider(s) differ, the district may require a third opinion at the district's expense. The third health care provider must be designated or approved jointly by the employee and the district. This third opinion shall be final and binding.

2. For the purposes of OFLA, and except for leave related to sick child leave under OFLA, the district may require the employee to obtain a second opinion from a health care provider designated by the district. If the first and second verifications conflict, the employer may require the two health care providers to jointly designate a third health care provider for the purpose of providing a verification. This third verification shall be final and binding.

Notification

Any notice required by federal and state laws explaining employee rights and responsibilities will be posted in all staff rooms and the district office. Additional information may be obtained by contacting the human capital management office.

Record Keeping/Posted Notice

The district will maintain all records as required by federal and state laws including dates leave is taken by employees, identified separately from other leave; hours/days of leave; copies of general and specific notices to employees, including Board policy(ies) and regulations; premium payments of employee health benefits while on leave and records of any disputes with employees regarding granting of leave.

Medical documentation will be maintained separately from personnel files as confidential medical records.

The district will post notice of FMLA[13] and OFLA[14] leave requirements.

Federal vs. State Law

Both federal and state law contain provisions regarding leave for family illness. Federal regulations state an employer must comply with both laws; that the federal law does not supersede any provision of state law that provides greater family leave rights than those established pursuant to federal law; and that OFLA and FMLA leave entitlements run concurrently. State law requires that FMLA and OFLA leave entitlements run concurrently when possible.

For example, due to differences in regulations, an eligible employee who takes OFLA leave after 180 days of employment, but before they are eligible for FMLA leave, is still eligible to take a full 12 workweeks of FMLA leave after meeting FMLA's eligibility requirements. Thereafter, any eligible leave period will run concurrently, when appropriate.

Corrected 9/07/22

PROPOSED

[13] Poster available at https://www.dol.gov/agencies/whd/fmla/posters.

[14] Poster available at https://www.oregon.gov/boli/employers/pages/required-worksite-postings.aspx.

Code: GCBDA/GDBDA-AR(2)
Revised/Reviewed: 2/11/10; 2/12/14; 9/09/15; 1/13/16
Orig. Code: GCBDA/GDBDA-AR(2)

Request for Family and Medical Leave

Employee Request for Family and Medical Leave (FMLA) and/or Oregon Family Leave (OFLA)

PLEASE PRINT

Where the need for the leave may be anticipated, written request for family and medical leave must be made, if practical, at least 30 days prior to the date the requested leave is to begin. Failure to request leave in a timely manner could result in either the leave being postponed or the amount of leave available reduced up to three weeks.

Name _____ Effective Date of the Leave _____

Department _____ Title _____

Status: ☐ Full-time ☐ Part-time ☐ Temporary

Hire Date _____ Length of Service _____

Have you taken a family leave in the past 12 months? ☐ Yes ☐ No

If yes, how many work days? _____ Reason for leave _____

I request family or medical leave for one or more of the following reasons:

1. ☐ Because of the birth of my child and to care for my child. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)

   Expected date of birth _____ Actual date of birth _____
   Leave to start _____ Expected return date _____

2. ☐ Because of the placement of a child with me for adoption or foster care. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)

   Age of child _____ Date of placement _____
   Leave to start _____ Expected return date _____

3. ☐ To care for a family member[1] with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)

[1] "Family member," for purposes of FMLA and OFLA leave, means the spouse, custodial parent, noncustodial parent, adoptive parent, stepparent or foster parent, biological parent, child of the employee (biological, adopted, foster or step child, a legal ward or child of the employee standing in loco parentis) or a person with whom the employee is or was in a relationship of "in loco parentis." Additionally, when defining "family member" under OFLA (but not FMLA leave), the definition includes a grandparent, grandchild, parents-in-law or the parents of the employee's registered domestic partner.

Leave to start _____ Expected return date _____

Please check one: ☐ Spouse[2] ☐ Child ☐ Parent ☐ Individual who was in *loco parentis* when the employee was a child ☐ Parent-in-law or the parent of the employee's registered domestic partner (OFLA leave only) ☐ Custodial parent ☐ Noncustodial parent ☐ Adoptive parent ☐ Stepparent ☐ Foster parent ☐ Grandparent (OFLA leave only) ☐ Grandchild (OFLA leave only).

Please state name and address of relation:

Name _____ Address _____

Does the condition render the family member unable to perform daily activities? _____

_____

4. ☐ Sick child leave due to the closure of a child's school or child care provider.

5. ☐ For a serious health condition which prevents me from performing my job functions. (District: Use GCBDA/ GDBDA-AR(3)(A) Certification Form)

   Describe _____

   Leave to start _____ Expected return date _____

   Regarding 3 or 4 above, request intermittent (reduced workday hours) or reduced leave (fewer workdays each workweek) schedule or alternate duty (if applicable, subject to employer's approval). Please describe schedule of when you anticipate you will be unavailable to work: _____

   _____

6. ☐ To care for a child with a condition requiring home care which does not meet the definition of serious health condition and is not life threatening or terminal (OFLA leave only).

7. ☐ A qualifying exigency arising from an employee's spouse, son, daughter, or parent who is a covered servicemember as defined in GCBDA/GDBDA-AR(1), or leave for the spouse per each deployment of the spouse when the spouse has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment. (District: Use GCBDA/GDBDA-AR(3)(C) Certification Form)

8. ☐ To care for a spouse, child, parent, or next of kin[3] who is a covered servicemember with a serious illness or injury incurred in the line of duty or active duty in the armed forces. Has leave been taken for the same servicemember and the same injury? ☐ Yes ☐ No (District: Use GCBDA/GDBDA-AR(3)(D) Certification Form) If yes, when was the leave taken and for how many work days? _____

9. ☐ For the death of a family member (OFLA only).

I understand that I may use accrued paid leave, including personal and sick leave or accrued vacation leave for the family and medical leave period.

If my request for a leave is approved, it is my understanding that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is

[2] "Spouse" means individuals in a marriage including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

[3] "Next of kin" means the nearest blood relative of the eligible employee.

scheduled to end. I understand that failure to do so will constitute unequivocal notice of my intent not to return to work and the district may terminate my employment. (A fitness-for-duty statement may be required.)

I authorize the district to deduct from my paychecks any employee contributions for health insurance premiums, life insurance or long-term disability insurance which remain unpaid after my leave, consistent with state and/or federal law.

I have been provided a copy of the district's family and medical leave policy and a copy of my rights and responsibilities under the Family Medical Leave Act leave request form.

Signature of Employee: _____ Date: _____

Corrected 9/07/22

Code: GCBDA/GDBDA-AR(3)(A)
Adopted: 2/11/10
Orig. Code: GCBDA/GDBDA-AR(3)(A)

Certification of Health Care Provider

Employee's Serious Health Condition

To be Completed~~completed~~ by the District~~district~~:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Employees may not be asked to provide more information than allowed under the FMLA regulations. The district will maintain records and documents relating to medical certification, recertifications~~,~~ or medical histories of employee's family members, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Discrimination Act applies.

District contact person: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

_____

Check if job description is attached: ☐

Return this completed form on _____ (date) (must be at least 15 days after employee is notified of this requirement).

To be ~~e~~Completed by the ~~e~~Employee:

Complete the information below before giving this form to your family member or ~~his/her~~their medical provider. The return of this form is required to obtain or retain the benefit for FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request.

~~Return this completed form on _____ (must be at least 15 days after employee is notified of this requirement).~~

Employee's name: _____
First Middle Last

To be Completed~~ecompleted~~ by Health Care Provider~~health care provider~~:

Your patient has requested leave under the FMLA. Answer~~,~~ fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be the best estimate based upon your medical knowledge, experience and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29. C.F.R. §1635.3(e) or the manifestation of disease or disorder in the employee's family members, as defined in 29 C.F.R. 1635.3(b). Extra space is provided, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

_____

Type of practice/~~M~~medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

Email: _____

Medical Facts

1. The ~~A~~approximate date the condition commenced: _____

   The ~~P~~probable duration of the condition: _____

   Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?

   ☐ Yes ☐ No If yes, dates of admission: _____

   List the ~~D~~dates(s) you treated the patient for the condition: _____

   Was medication, other than over-the-counter medication, prescribed? ☐ Yes ☐ No

   Will the patient need to have treatment visits at least twice per year due to the condition? ☐ Yes ☐ No

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? ☐ Yes ☐ No

   If yes, state the nature of such treatments and expected duration of treatment:

   _____

   _____

2. Is the medical condition pregnancy? ☐ Yes ☐ No

   If yes, expected delivery date: _____

3. Use the information provided by the district in the "To be Completed~~ecompleted~~ by the District~~district~~" section to answer this question. If the district fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of ~~his/her~~their job functions.

Is the employee unable to perform any of ~~his/her~~their job functions due to the condition?
☐ Yes ☐ No If yes, identify the job functions the employee is unable to perform:

_____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis or any regimen of continuing treatment such as the use of specialized equipment):

_____

_____

_____

Amount of Leave Needed~~leave needed~~

1. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ☐ Yes ☐ No

   If yes, estimate the beginning and ending dates for the period of incapacity: _____

   _____

2. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ☐ Yes ☐ No

   If yes, are the treatments or the reduced number of hours of work medically necessary? ☐ Yes ☐ No

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

   _____

   Estimate the part-time or reduced work schedule the employee needs, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

3. Will the condition cause episodic flare-ups periodically preventing the employee from performing ~~his/her~~their job functions? ☐ Yes ☐ No

   Is it medically necessary for the employee to be absent from work during the flare-ups? ☐ Yes ☐ No

   If yes, explain: _____

   _____

   Based upon the employee's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the employee may have over the next six months (e.g., one episode every three months lasting one to two days):

   Frequency: _____times per _____ week(s) _____ month(s)

   Duration: _____ hours or _____ day(s) per episode

Additional Information (—Identify the question number with your additional answer):

Signature of health care provider ~~Health Care Provider~~ Date

Corrected 9/07/22

Code: GCBDA/GDBDA-AR(3)(B)
Adopted: 2/11/10
Orig. Code: GCBDA/GDBDA-AR(3)(B)

Certification of Health Care Provider

Family Member's Serious Health Condition

To be Completed~~ompleted~~ by the District~~district~~:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Employees may not be asked to provide more information than allowed under the FMLA regulations. The district will maintain records and documents relating to medical certification, recertifications or medical histories of the employee's family members, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

District contact person: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

_____

Check if job description is attached: ☐

Return this completed form on _____ (must be at least 15 days after employee is notified of this requirement).

To be completed by the employee:

Complete the information below before giving this form to your family member or ~~his/her~~their medical provider. The return of this form is required to obtain or retain the benefit for FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request.

~~Return this completed form on _____ (must be at least 15 days after employee is notified of this requirement).~~

Employees name: _____
First Middle Last

Relationship and name of family member for whom employee will provide care: _____
Relationship

_____
First Middle Last

If the family member is your child, please provide ~~son or daughter,~~ date of birth _____

Describe the care you will provide to your family member and estimate the leave needed to provide such care:

_____

_____

_____ _____

Employee signature Date

To be Completed~~completed~~ by Health Care Provider~~health care provider~~:

The employee listed above has requested leave under the FMLA to care for your patient. Answer~~,~~ fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be the best estimate based upon your medical knowledge, experience and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), C.F.R. § 1635.3(b). Extra space is provided, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

_____

Type of practice/medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

Email: _____

Medical Facts

1. The ~~A~~approximate date the condition commenced: _____

   The ~~P~~probable duration of the condition: _____

   Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?
   ☐ Yes ☐ No If yes, dates of admission: _____

   Dates(s) you treated the patient for the condition: _____

   Was medication, other than over-the-counter medication, prescribed? ☐ Yes ☐ No

   Will the patient need to have treatment visits at least twice per year due to the condition? ☐ Yes ☐ No

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g. physical therapist)?
   ☐ Yes ☐ No

   If yes, state the nature of such treatments and expected duration of treatment:

   _____

   _____

2. Is the medical condition pregnancy? ☐ Yes ☐ No

   If yes, expected delivery date:_____

3. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis or any regimen of continuing treatment such as the use of specialized equipment):

   _____

   _____

Amount of Leave Needed~~leave needed~~

When answering these questions, keep in mind that your patient's need for care from~~by~~ the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

1. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ☐ Yes ☐ No

   If yes, estimate the beginning and ending dates for the period of incapacity: _____

   _____

   During this time, will the patient need care? ☐ Yes ☐ No

   Explain the care needed by the patient and why such care is medically necessary:

   _____

   _____

   _____

2. Will the patient require follow-up treatments, including any time for recovery? ☐ Yes ☐ No

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period: _____

   _____

   Explain the care needed by the patient, and why such care is medically necessary: _____

   _____

3. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? ☐ Yes ☐ No

   Estimate the hours the patient needs care on an intermittent basis, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary: _____

_____

_____

4. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ☐ Yes ☐ No

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next six months (e.g. one episode every three months lasting one to two days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

Does the patient need care during these flare-ups? ☐ Yes ☐ No

Explain the care needed by the patient, and why such care is medically necessary _____

_____

_____

Additional Information (—Identify the question number with your additional answer):

_____

_____

_____

_____

_____

_____

_____ _____

Signature of health care provider ~~Health Care Provider~~ Date

Corrected 9/07/22

Code: GCBDA/GDBDA-AR(3)(C)
Adopted: 2/11/10
Orig. Code: GCBDA/GDBDA-AR(3)(C)

Military Family Leave

Certification of Qualifying Exigency for Military Family Leave

Section 1: (To be completed by the employee district)

The Family Medical Leave Act (FMLA) and the Oregon Military Family Leave Act (OMFLA) provide that a district may require an employee seeking FMLA or OMFLA leave due to a qualifying exigency or due to notification of impending call to active duty or deployment to submit a certification. Employees may not be asked to provide more information than allowed under the FMLA or OMFLA regulations.

District Name and Address: _____

[Superintendent or designee] information: _____

Section 2: (To be completed by the employee)

Complete the information below fully and completely. The FMLA or OMFLA permits the district to require that you submit a timely, complete and sufficient certification to support a request for FMLA or OMFLA leave due to a qualifying exigency or due to notification of impending call to active duty or deployment. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as "lifetime," "unknown" or "indeterminate" may not be sufficient to determine FMLA or OMFLA coverage. Your response is required to obtain a benefit. While you are not required to provide this information, failure to do so may result in a denial of your request for qualifying leave. The district must give you at least 15 calendar days to return this form to the district.

Employee's name: _____
First Middle Last

Name of covered military member on active duty or call to active duty status in support of a contingency operation:

_____
First Middle Last

Relationship of covered military member to you: _____

Period of covered military member's active duty: _____

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member's active duty or call to active duty status in support of a contingency operation. Please check one of the following and attach the indicated document to support that the military member is on covered active duty or called to covered active duty status:

☐ A copy of the covered military member's active duty orders is attached.

☐ Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty). ~~in support of a contingency operation is attached.~~

☐ I have previously provided the district with sufficient written documentation confirming the covered military member's active duty or call to active duty status ~~in support of a contingency operation~~.

Part A: Qualifying Reason~~reason~~ for Leave~~leave~~

1. Describe the reason you are requesting qualifying leave due to a qualifying exigency (include~~including~~ the specific reason you are requesting leave):

_____

_____

_____

2. Describe the reason you are requesting OMFLA leave (include the specific reason below, either a) an impending call or order to active duty, or b) impending leave from deployment):

_____

_____

_____

3. A complete and sufficient certification to support a request for qualifying leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for information briefings sponsored by the military a document confirming the military member's Rest and Recuperation Leave;~~,~~ a document confirming an appointment with a third party, such as a counselor,~~ or~~ school official or staff at a care facility;~~,~~ or a copy of a bill for services for the handling of legal or financial affairs. Is available~~Available~~ written documentation supporting this request for leave ~~is~~ attached? ☐ Yes ☐ No ☐ None available

Part B: Amount of Leave Needed~~leave needed~~

1. The ~~A~~approximate date qualifying exigency~~/~~ or deployment commenced or will commence is: _____

   The ~~P~~probabl~~y~~e duration of such exigency or deployment is: _____

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency~~/~~ or deployment? ☐ Yes ☐ No

   If yes, estimate the beginning and ending dates for the period of absence: _____

3. Will you need to be absent from work periodically to address this qualifying exigency~~/~~ or deployment?
   ☐ Yes ☐ No
   If yes, estimate the schedule of leave, including the dates of any scheduled meetings or appointments:

_____

_____

4. Estimate the frequency and duration of each appointment, meeting or leave event, including any travel time (i.e., One deployment-related meeting every month lasting four hours) (FMLA only):

   Frequency: _____ times per _____ week(s) _____ month(s)

   Duration: _____ hours or _____ day(s) per event

Part C: Third Party Certification~~party certification~~

If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address and appropriate contact information of the individual or entity with whom you are meeting (i.e. either the telephone or fax number or email address of the individual or entity). This information may be used by the district to verify that the information contained on this form is accurate (FMLA only).

Name of individual _____ Title _____

Organization _____

Address _____

Telephone (_____) _____ Fax (_____) _____

Email _____

Describe the nature of the meeting _____

_____

_____

_____

_____

_____

Part D: Employee Signature

I certify that the information I provided above is true and correct. (For OMFLA leave purposes, notice must be given by the employee within five business days of receiving an official notice).

_____ _____

Signature of Employee Date

~~Section 2: To be completed by the district:~~

~~The Family Medical Leave Act (FMLA) and the Oregon Military Family Leave Act (OMFLA) provide that a district may require an employee seeking FMLA or OMFLA leave due to a qualifying exigency or due to~~

~~notification of impending call to active duty or deployment to submit a certification. Employees may not be asked to provide more information than allowed under the FMLA or OMFLA regulations.~~

~~District: _____~~

~~Superintendent or designee information: _____~~

Corrected 9/07/22

Code: GCBDA/GDBDA-AR(3)(D)
Revised/Reviewed: 2/11/10; 5/14/14
Orig. Code: GCBDA/GDBDA-AR(3(D)

Military Family Leave

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

Notice and instructions to the district:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave due to a serious injury or illness of a covered servicemember to submit a certification providing sufficient facts to support the request for leave. Employees may not be asked to provide more information than allowed under the FMLA regulations 29 C.F.R. § 825.310. The district will maintain records and documents relating to medical certification, recertifications or medical histories of employees or employees' family member, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Section 1

Part A: Employee Information~~information~~

Complete the employee and covered servicemember information below before giving this form to your family member or ~~his/her~~their medical provider.

District Name~~name~~ and Address~~address~~

Name of employee requesting leave to care for covered servicemember:

First Middle Last

Name of covered servicemember for whom employee is requesting leave to care for:

First Middle Last

Relationship of employee to covered servicemember requesting leave to care for:

☐ Spouse ☐ Parent ☐ Child ~~☐ Son ☐ Daughter~~ ☐ Next of kin

Part B: Covered Servicemember Information~~servicemember information~~

1. Is the covered servicemember a current member of the regular Armed Forces~~armed forces~~, the National Guard or Reserves, or a veteran? ☐ Yes ☐ No

If a current servicemember, please provide the covered servicemember's military branch, rank and unit currently assigned to:

_____

_____

If a qualifying veteran, when was the date of discharge? _____

Is the covered servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as medical hold or warrior transition unit)? ☐ Yes ☐ No

If yes, provide the name of the medical facility or unit:

_____

2. Is the covered servicemember on the Temporary Disability Retired List (TDRL)? ☐ Yes ☐ No

Part C: Care to be Provided~~provided~~ to the Covered Servicemember~~covered servicemember~~

Describe the care to be provided to the covered servicemember and an estimate of the leave needed to provide the care:

_____

_____

Section 2:

(For completion by a United States Department of Defense (DOD) Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs (VA) health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 C.F.R. § 825.125.)
~~To be completed a health care provider as defined by FMLA regulations.~~

If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator). Please ensure that Section 1 above has been completed before completing this section. Please be sure to sign the form on the last page.

Part A: Health Care Provider Information~~care provider information~~

Health care provider's name and business address:

_____

_____

Type of practice/medical~~Medical~~ specialty: _____

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private care provider; or (5) a health care provider as defined in 29 C.F.R. § 825.125.

Telephone (____) _____ Fax (____) _____ Email _____

Part B: Medical Status~~status~~

1. Covered servicemember's medical condition is classified as (check one of the appropriate boxes):

   - ☐ (VSI) Very Seriously Ill/Injured – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at the bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD health care providers.)
   - ☐ (SI) Seriously Ill/Injured – Illness/Injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD health care providers.)
   - ☐ Other Ill/Injured – A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank or rating.
   - ☐ None of the above. (Note to employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition". If such leave is requested, you may be required to complete the form *Certification of Health Care Provider for Family Member's Serious Health Condition.*)

2. Was the condition for which the covered servicemember is being treated incurred in the line of duty on active duty in the Armed Forces? ~~armed force?~~ ☐ Yes ☐ No

   If no, did the condition exist before the beginning of active duty and aggravated by service in the line of duty while on active duty? ☐ Yes ☐ No

3. Appropriate date condition commenced: _____

4. Probable duration of condition and/or need for care: _____

5. Is the covered servicemember undergoing medical treatment, recuperation or therapy? ☐ Yes ☐ No

6. If yes, please describe medical treatment, recuperation or therapy:

   _____

   _____

Part C: Covered Servicemember's Need~~servicemember's need~~ for Care~~care~~ by Family Member~~family member~~

1. Will the covered servicemember need care for a single continuous period of time, including any time for treatment and recovery? ☐ Yes ☐ No

   If yes, estimate the beginning and ending dates for this period of time: _____

2. Will the covered servicemember require periodic follow-up treatment appointments? ☐ Yes ☐ No

   If yes, estimate the treatment schedule: _____

3. Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointment? ☐ Yes ☐ No

4. Is there a medical necessity for the covered servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g. episodic flare-ups of medical conditions)? ☐ Yes ☐ No

If yes, estimate the frequency and duration of the periodic care.

_____

_____ _____

Signature of health care provider Date

Corrected 9/07/22

Code: GCBDA/GDBDA-AR(4)
Revised/Reviewed: 2/11/10; 2/12/14; 1/13/16
Orig. Code: GCBDA/GDBDA-AR(4)

FMLA/OFLA Eligibility Notice to Employee

DATE: _____

TO: _____
(Employee's name)

FROM: _____
(Name of appropriate employer representative)

SUBJECT: Request for FMLA and/or OFLA Leave

On (date) you notified us of your need to take family/medical leave due to:

1. _____ The birth of your child or the placement of a child with you for adoption or foster care;

2. _____ A serious health condition that makes you unable to perform the essential functions of your job;

3. _____ A serious health condition of your ☐ spouse[1], ☐ child (including the biological, grandchild, adopted or foster child or stepchild of an employee or a child with whom the employee is or was in a relationship of "in loco parentis"), ☐ parent (biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child), ☐ grandparent (OFLA leave only), ☐ parent-in-law or the parent of an employee's registered domestic partner (OFLA leave only), ☐ custodial parent, ☐ noncustodial parent, ☐ adoptive parent, ☐ foster parent for which you are needed to provide care;

4. _____ Sick child leave due to the closure of a child's school or child care provider;

5. _____ An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only);

6. _____ A qualifying exigency arising from a spouse, child or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty;

7. _____ Your spouse has been notified of an impending call to active duty, has been ordered to active duty or has been deployed or on leave from deployment;

8. _____ A serious illness or injury, incurred in the line of duty, of a covered service member who is your spouse, child, parent or next of kin;

[1] "Spouse" means individuals in a marriage, including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

9. _____ For the death of a family member (OFLA only).

You notified us that you need this leave beginning on _____ (date) and that you expect leave to continue until on or about _____ (date). The FMLA requires that you notify the district as soon as possible if dates of scheduled leave changes or are extended, or were initially unknown.

Except as explained below, you have a right under the FMLA and/or OFLA for up to 12 workweeks of unpaid leave in a 12-month period for the reasons listed above.[2][3] The district will use ~~the calendar year~~ a "rolling" 12-month period measured backward from the date the employee uses any family and medical leave. FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled to up to 26 weeks of leave in a single 12-month period ~~to care for a qualifying service member~~.

Also, your health benefits under FMLA and OFLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work, including you continuing to pay the same portion of the premiums you currently pay. ~~.~~ You will~~must~~ be reinstated to the same position, or in some cases~~,~~ under state or federal law, to an equivalent position.~~job with the same pay, benefits and terms and conditions of employment on your return from leave. The district is not required to maintain benefits during OFLA unless provided otherwise by board policy or collective bargaining agreement; however, all such benefits will be restored in full upon your return to the district.~~

If you do not return to work following FMLA and/or OFLA leave for a reason other than: (1) the continuation, recurrence or onset of a serious health condition which would entitle you to FMLA and/or OFLA; or (2) other circumstances beyond your control, you may be required to reimburse the district for health insurance premiums paid on your behalf during your FMLA and/or ~~/~~OFLA leave.

This is to inform you that *(check appropriate boxes, explain where indicated)*:

1. You are ☐ eligible ☐ not eligible for leave under ~~the~~ ☐ FMLA ☐ OFLA ~~or~~ ☐ both FMLA and OFLA.

2. The requested leave may be counted against your annual ☐ FMLA leave entitlement ☐ OFLA leave entitlement ☐ FMLA and OFLA leave entitlements~~, ☐ OFLA, ☐ both~~.

3. You ☐ will ☐ will not be required to furnish a medical certification of a serious health condition. If required, you must furnish the certification by _____ (date) (must be at least 15 days after you are notified of this requirement).

4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We ☐ will ☐ will not require that you substitute accrued paid leave for unpaid FMLA and/or OFLA leave. If paid leave will be used, the following conditions will apply: (*Explain*)

5a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA and/or ~~/~~OFLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: (*Set forth dates, e.g., the 10th of each month~~,~~ or pay periods, etc.,~~.~~ that specifically cover the agreement with the employee.*)

[2] Oregon Military Family Leave Act allows for 14 days of leave per deployment.

[3] ~~Oregon Military Family Leave Act allows for 14 days of leave per deployment.~~

~~5b. If the district pays any part of your share of disability, life or other insurance benefits while on OFLA or FMLA leave the district may deduct up to 10 percent of your gross pay each pay period after your return to work until the amount is repaid (OFLA leave only).~~

5~~e~~b. You have a minimum ☐ 30-day ☐ Other: _____ (~~*or,* ~~*indicate longer period, if applicable*) grace period in which to make premium payments. If payment is not timely made, your group health insurance may be canceled.~~cancelled.~~ We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during your FMLA and/or ~~/~~OFLA leave as provided by Board~~board~~ policy and/or collective bargaining agreement, and recover these payments from you upon your return to work. We ☐ will ☐ will not pay your share of health insurance premiums while you are on FMLA and/or OFLA leave.

5~~d~~c. We ☐ will ☐ will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA and/or OFLA leave. If we do pay your premiums for other benefits, when you return from leave you ☐ will ☐ will not be expected to reimburse us for the payments made on your behalf.

5~~e~~d. Except as noted above, in the event you do not return to work for the district after your FMLA and/or~~, OFLA leave and the district has paid your share of benefit premiums, you ☐ will ☐ will not be responsible for reimbursing the district the amount paid on your behalf, with the exceptions noted in Section 104 (c)(2)(B) of the FMLA.~~ OFLA leave, and the district has paid your share of benefit premiums, you ☐ will ☐ will not be responsible for reimbursing the district the amount paid on your behalf with the exceptions noted in C.F.R. § 104 (c)(2)(B) of the FMLA.

6. ☐ You will be required to present a fitness-for-duty certification~~certificate~~ prior to being restored to employment following leave for your own serious health condition. If such certification is required but not received, your return to work may be delayed until the certification is provided. A list of essential functions for your position is attached. The fitness-for-duty certification must address your ability to perform~~preform~~ these functions.

☐ You will not be required to present a fitness-for-duty certification ~~certificate~~ prior to being restored to employment following leave for your own serious health condition. ~~If such certification is required but not received, your return to work may be delayed until the certification is provided.~~

7a. You ☐ are ☐ are not a "key employee" as described in C.F.R. §~~Section~~ 825.218 of the FMLA regulations. If you are a "key employee," reinstatement~~restoration~~ to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to the district.~~us.~~ (FMLA leave only.)

7b. We ☐ have ☐ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (FMLA leave only.) (*Explain (a) and/or (b) below.*)

8. While on FMLA and/or OFLA leave~~,~~ you ☐ will ☐ will not be required to furnish us with periodic reports every (*indicate interval of periodic reports, as appropriate for the particular leave situation*) of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you ☐ will ☐ will not be required to notify us at least two workdays prior to the date you intend to report for work.

9. You ☐ will ☐ will not be required to furnish recertification relating to a serious health condition. (FMLA leave only.) (*Explain below, if necessary, including the interval between certifications as prescribed in C.F.R. §~~Section~~ 825.308 of the FMLA regulations.*)

10. You are notified that all leave taken for the purposes of the death of a family member ~~leave~~, counts toward the total period of authorized family leave.

Corrected 9/07/22

Code: GCBDA/GDBDA-AR(5)
Adopted: 2/11/10
Orig. Code: GCBDA/GDBDA-AR(5)

Sample Designation Letter to Employee - FMLA/OFLA Leave

The following is a sample cover letter to an employee notifying the employee that the employer is treating a request for leave as a request for FMLA and/or OFLA leave (either paid or unpaid) that will reduce the employee's FMLA and/or OFLA leave entitlement. This letter, along with the Designation Notice –FMLA/OFLA form ~~[~~GCBDA/GDBDA-AR(6)~~), FMLA/OFLA~~ or the FMLA/OFLA Eligibility Notice form GCBDA/GDBDA-AR(4),~~ OFLA only eligible],~~ should be mailed to the employee within five working days after receiving enough information to determine whether the leave qualifies under FMLA or OFLA.

Dear Employee:

On ____(date)_____ you advised the district that you were requesting a leave that may qualify for protected time under the Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). Under our policy, a leave~~leaves~~ of absence that qualifies~~qualify~~ for family and medical leave under federal law (FMLA), may~~)~~ run concurrently with other types of leave such as sick leave, vacation leave, short-term disability leave, OFLA and leave for a workers' compensation injury or illness. A leave~~Leaves~~ of absence that qualifies~~qualify~~ for family and medical leave under state law (OFLA) may~~can~~ run concurrently with other types of leave such as sick leave, vacation leave, short-term disability leave, but cannot run concurrently with a leave for a workers' compensation~~compensatory~~ injury or illness (unless you refuse a light-duty assignment).

[IF APPROVED: [We have determined~~understand~~ the purpose of your requested leave qualifies as family or medical leave under [state] [and/or federal] law. Accordingly, this letter is to notify you that the leave will be counted against your annual family and medical leave entitlement. Also attached is a form titled~~entitled~~ Designation Notice which contains other information for you regarding federal and state family medical leave rights, including an estimate of time that will count toward your protected time.]]

[IF NOT APPROVED: [We have determined the purpose of your requested leave does NOT qualify as family or medical leave under state and/or federal law. You may be entitled to other leave time, under Board policy or the collective bargaining agreement, however the protections of FMLA/OFLA will not be observed for this leave.]]

If you have any questions regarding your leave, now or at any time during your leave, please contact, [the personnel office] as soon as possible.

Sincerely,

[Superintendent]
Enclosure (FMLA and/or OFLA Designation Notice form)

Corrected 9/07/22

Code: GCBDA/GDBDA-AR(6)
Adopted: 2/11/10
Orig. Code: GCBDA/GDBDA-AR(6)

Designation Notice – FMLA/OFLA

Leave covered under the Family and Medical Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA) must be designated as FMLA and/or OFLA-protected, and the district must inform the employee of the amount of leave that will be counted against the employee's FMLA and/or OFLA leave entitlement.

In order to determine whether leave is covered under the FMLA and/or OFLA, the district may request that the leave be supported by a physician's certification. If the certification is incomplete or insufficient, the district will ~~employer must~~ state in writing what additional information is necessary to make the certification complete and sufficient.

Employee name: _____ Date: _____

We have reviewed your request for leave under the FMLA and/or OFLA and any supporting documentation that you have provided. We received your most recent information on _____.

Please be advised: ~~and decided:~~ _____

☐ Your request is approved for FMLA. All leave taken for this reason will be designated as FMLA leave.

☐ Your request is approved for FMLA and OFLA. This designation of leave will run concurrently.

☐ Your request is approved for OFLA. All leave taken for this reason will be designated as OFLA leave.

The FMLA and/or OFLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your entitlement:

☐ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days or weeks will be counted against your leave entitlement:

_____

☐ Because the leave you requested ~~will need~~ will be rescheduled, it is not possible to provide the hours, days or weeks that will be counted against your FMLA and/or OFLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

☐ You have requested to use paid leave during your FMLA and/or OFLA leave. Any paid leave taken for this reason will count against your FMLA and/or OFLA leave entitlement.

☐ We are requiring you to substitute or use paid leave during your FMLA and/or OFLA leave.

☐ You will be required to present a fitness-for-duty certification~~certificate~~ to be reinstated~~restored~~ to your position.~~employment.~~ If such certification is not timely received, your return to work may be delayed until certification is provided. The Fitness-for-Duty Certification form is attached, please have your medical provider complete this form prior to the termination of your leave. A list of the essential functions of your position ☐ is ☐ is not attached. If attached, the fitness-for-duty certification~~certifications~~ must address your ability to perform these functions:~~.~~

_____

☐ Additional information is needed to determine if your FMLA and/or OFLA leave request can be approved.

_____

☐ The certification you have provided is incomplete~~not complete~~ and insufficient~~sufficient~~ to determine whether the FMLA and/or OFLA applies to your leave procedures. You must provide the following information no later than _____ (date) (at least 15 calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied. The information needed to make the certification complete and sufficient is[1]:

_____

_____

☐ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

****

☐ Your FMLA leave request is NOT APPROVED.

☐ The FMLA does not apply to your leave request.

☐ You have exhausted your FMLA leave entitlement in the applicable 12-month period. (Note: Federal Military Family Leave is on a separate 12-month period.)

☐ Your OFLA leave request is NOT APPROVED.

☐ The OFLA does not apply to your leave request.

☐ You have exhausted your OFLA leave entitlement in the applicable 12-month period.

Corrected 9/07/22

[1] If you fail to provide a complete and sufficient certification by the due date, we may (a) delay the commencement of your leave; or (b) withdraw any designation of FMLA leave, in which case your leave of absence may be unauthorized and subject to discipline, up to and including termination.

Code: GCBDA/GDBDA-AR(7)
Revised/Reviewed: 2/11/10
Orig. Code: GCBDA/GDBDA-AR(7)

Fitness-for-Duty Certification

To: _____ Date: _____

From: _____

Subject: Fitness-for-Duty Certification

Family and medical leave for your own serious health condition ends on (date) _____. Prior to returning to work you must provide a Fitness-for-Duty Certification verifying whether you are able to return to work, if you have any job-related restrictions and the duration of any restrictions. Please take this Fitness-for-Duty Certification to your healthcare provider for completion. The district will use this Fitness-for-Duty Certification to determine if you are able to return to work after your leave.

Return the completed Fitness-for-Duty Certification to the district prior to the end of your Family and Medical Leave or by (date) _____.

Fitness-for-Duty Certification

Health Care Provider Completes this Section

Instructions: Please complete all sections in order for the district to determine if the employee is able to return to duty. The employee's position description or a list of essential duties (district specifies which) is attached to this form.

1. The employee is able to return to work full-time without restrictions: ☐ Yes ☐ No

   a. If yes, list the effective date _____.
   b. If no, complete the following:

      (1) The employee will be able to return to work with no limitation on (date) _____.
      (2) I certify that from (date) _____ to (date) _____ the above named employee will be:

         (a) Unable to perform the physical requirements of their work; or
         (b) Is medically incapacitated: ☐ Totally ☐ Partially**

**If partially medically incapacitated, complete the following:

(c) Number of hours per day employee is able to work _____.
(d) Number of days per week employee is able to work _____.

(3) List any restrictions on the employee's work: _____
_____
_____
_____

_____ _____
Printed name of health care provider Type of practice

_____ _____
Signature of health care provider Date

Health care provider: Please return the completed form to the employee/patient.

Attached: Position description/description of essential duties (district specifies which).

Corrected 9/07/22

Code: GCBDB/GDBDB
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GCBDB/GDBDB

Early Return to Work

Efforts will be made, on a case-by-case basis, to reinstate~~return~~ ill or injured employees to work. The reinstatement~~Returns~~ will be within the requirements of the injury, the limitations of the law and the limitations of the district.

In the event an employee is not able to perform essential job functions completely after an illness or injury, the district will determine whether reasonable accommodations are appropriate that would provide a temporary light -duty assignment, restructuring of a position~~job~~ to include modified workdays, shift or part-time work, hours of work or modifications in facilities, equipment, special aids and services. Reasonable accommodations must not result in an undue hardship on the district.

If an employee cannot be reasonably accommodated in ~~his/her~~their current position~~job~~, the district will review alternative assignments. The employee, if qualified, will be offered an available vacant position with or without reasonable accommodations. If recovery is ongoing, sick leave is exhausted and~~If~~ no other assignment is possible, the district ~~will~~may provide temporary unpaid leave as an accommodation~~if recovery is ongoing and sick leave is exhausted. Unpaid leave will be provided~~ in accordance with state and federal~~Oregon~~ law.

The district will maintain current job descriptions for each position. Physical requirements for appropriate job categories will be established.

The superintendent or designee will develop procedures~~administrative regulations~~ as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 659A.043 ORS 659A.046 OAR 436-110-0001 to -0900

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016). Americans with Disabilities Act Amendments Act of 2008.

Corrected 8/17/22

Code: GCBDC/GDBDC
Adopted: 6/11/09
Revised/Readopted: 3/13/13; 2/12/14; 8/28/19
Orig. Code: GCBDC/GDBDC

Domestic Violence~~/~~, Harassment~~/~~, Sexual Assault~~/~~ or Stalking Leave

Definitions

1. "Covered employer" means an employer who employs six or more individuals in the state of Oregon for each working day through each of 20 or more calendar workweeks in the year in which the eligible employee takes leave to address domestic violence, harassment, sexual assault or stalking, or in the year immediately preceding the year in which an eligible employee takes leave for domestic violence, harassment, sexual assault or stalking.

2. "Eligible employee" means an employee who is a victim of domestic violence, harassment, sexual assault or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking.

3. "Protective order" means an order authorized by Oregon Revised Statute (ORS) 30.866, 107.095(1)(c), 107.700 ~~-to~~ 107.735, 124.005 - 124~~to124~~.040 or 163.730 - 163~~to163~~.750 or any other order that restrains an individual from contact with an eligible employee or~~of~~ the employee's minor child or dependent.

4. "Victim of domestic violence" means an individual who has been a victim of abuse as defined by ORS 107.705; or any other individual designated as a victim of domestic violence by rule adopted under ORS 659A.805.

5. "Victim of harassment" means an individual against whom harassment has been committed as described~~describe~~ in ORS 166.065~~805~~ and any other individual designated as a victim of harassment by rule adopted under ORS 659A.805.

6. "Victim of sexual assault" means an individual against whom a sexual offense has been committed as described in ORS 163.467 or 163.525; or any other individual designated as a victim of sexual assault by rule adopted under ORS 659A.805.

7. "Victim of stalking" means an individual against whom stalking has been committed as described in ORS 163.732; or an individual designated as a victim of stalking by rule adopted under ORS 695A.805; or an individual who has obtained a court's stalking protective order or a temporary court's stalking protective order under ORS 30.866.

8. "Victim services provider" means a prosecutor-based victim assistance program or a nonprofit program offering safety planning, counseling, support or advocacy related to domestic violence, harassment, sexual assault or stalking.

A district (covered employer) shall allow an (eligible) employee to take reasonable leave for any of the following reasons:

1. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking;~~.~~

2. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent;~~.~~

3. To obtain or assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, or stalking;~~.~~

4. To obtain services from a victim~~victims~~ services provider for the eligible employee or the employee's~~employees~~ minor child or dependent;~~.~~

5. To relocate or take steps to secure an existing home to ensure health and safety of the eligible employee or the employee's minor child or dependent.

The district may limit the amount of leave, if the employee's leave creates an undue hardship on the district.

The district shall not deny leave to an employee or discharge, threaten to discharge, demote, suspend or in any manner discriminate or retaliate against an employee with regards to promotion, compensation or other terms, conditions or privileges of employment as a result of taking such leave.

The employee shall give the district reasonable advanced notice of the employee's~~their~~ intent to take leave unless giving advance notice is not feasible.

The district may require the employee to provide certification that:

1. The employee or minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking; and

2. The leave is taken for one of the identified purposes in this policy.

Sufficient certification includes:

1. A copy of a ~~police~~ report from law enforcement indicating the employee or child or dependent was a victim of domestic violence, harassment, sexual assault, or stalking.~~;~~

2. A copy of a protective order or other evidence from~~form~~ a court, administrative agency, or attorney that the employee appeared in or was preparing for a civil, criminal or administrative proceeding related to domestic violence, harassment, sexual assault, or stalking.~~;~~

3. Documentation from an attorney, law enforcement officer, health care professional, licensed mental professional or counselor, member of the clergy or a victim~~victims~~ services provider that the

employee, employee's/ child or /dependent was undergoing counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault, or stalking.

All records and information kept by the district regarding the employee's leave, including the request or obtaining of leave is confidential and may not be released without the express permission of the employee unless otherwise required by law. This information will be kept in a file separate from the employee's personnel file.

The employee may use accrued paid leave, including personal, emergency, sick, or accrued vacation leave. The employer may choose the order in which paid accrued leave is to be used when more than one type of paid leave is available, consistent with Board policies and/or any collective bargaining agreement.

END OF POLICY

Legal Reference(s):

ORS 192.355(38) ORS 659A.270 - 659A.290

Corrected 8/17/22

Code: GCBDC/GDBDC-AR
Revised/Reviewed: 6/08/16
Orig. Code: GCBDC/GDBDC-AR

Eligible Employee Request for Domestic Violence, Harassment, Sexual Assault or Stalking Leave

PLEASE PRINT

Where the need for the leave may be anticipated, a written request for leave under Oregon Revised Statute (ORS) 659A.270 - 659A.285 shall be made at least 30 days prior to the date the requested leave is to begin. In emergency situations, oral or written notice as soon as practical is allowed.

Name of Eligible Employee _____ Effective Date of the Leave _____

Department _____ Title _____

Status: □ Full-time □ Part-time □ Temporary Hire Date _____ Length of Service _____

The requested leave is for:

- □ Myself
- □ My minor child or dependent

The leave is for:

- □ To seek legal or law enforcement assistance or remedies to ensure the health and safety of the eligible employee or the eligible employee's minor child or dependent.
- □ To seek medical treatment for or to recover from injuries caused by domestic violence, harassment, sexual assault or stalking for the eligible employee or the eligible employee's minor child or dependent.
- □ To obtain or assist the eligible employee's minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking.
- □ To obtain services from a victim services provider for the eligible employee or the eligible employee's minor child or dependent.
- □ To relocate or take steps~~step~~ to secure an existing home to ensure the health and safety of the eligible employee or the eligible employee's minor child or dependent.

The following has been provided by the employee to certify the leave:

- □ A copy of a ~~policy~~ report from law enforcement indicating that the eligible employee or the eligible employee's minor child or dependent was a victim or alleged victim of domestic violence, harassment, sexual assault or stalking.

- □ A copy of a protective order or any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent, evidence from a court, administrative agency or attorney that the eligible employee appeared in or is preparing for a civil or criminal proceeding related to domestic violence, harassment, sexual assault or stalking or other order authorized by ORS 30.866, 107.095(1)(c), 107.700 ~~-to~~ 107.735, 124.005 - 124~~to 120~~.040 or 163.730 ~~-to~~ 163.750.

- □ Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy or victim services provider with or from whom the eligible employee or the eligible employee's minor child or dependent is receiving services.

I understand that I ~~may~~ will use accrued paid leave, including personal and sick leave or accrued vacation leave for the ~~OFLA~~ leave period or as established by Board policy(ies) and/or collective bargaining agreement before taking leave without pay.

If my request for a leave is approved, it is my understanding that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is scheduled to end. I understand that failure to do so will constitute unequivocal notice of my intent not to return to work and the district may terminate my employment. I understand if I am unable to return to work following the period of authorized leave I will notify my employer as soon as practical and provide any required information which will allow my employer to determine my eligibility for an extension of leave.

I authorize the district to deduct from my paychecks any employee contributions for health insurance premiums, life insurance or long-term disability insurance which remain unpaid after my leave, consistent with state law.

Signature of Employee: _____ Date: _____

Corrected 9/07/22

Code: GCBDD/GDBDD
Adopted: 1/18/17
Orig. Code: GCBDD/GDBDD

Sick Time

General Provisions

"Employee" means an individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers or independent contractors.

The district shall provide sick time to employees in accordance with Oregon law. Consistent with ORS 653.641, the district shall not deny, interfere with, restrain or fail to pay for sick time to which an employee is entitled, or retaliate against an employee as a result of the employee's lawful use of sick time.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district.

Non-represented/Non-contracted Employees

The following provisions shall apply only to those employees who are not covered by a collective bargaining agreement, group handbook/agreement or individual contract that provides for paid time off in a manner that is substantially equivalent to the benefits set forth in ORS 653.601 ~~to~~ - 653.661.

The district shall allow an eligible employee to earn up to 40 hours of paid sick time per year. Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.

Up to 40 hours of accrued sick time may be carried over to the subsequent year, with a usage limit of 40 hours per fiscal year. An employee is limited to accruing no more than 80 hours of sick time.

Sick time shall be taken in minimum of one-hour increments and may be used for the employee's or a family member's[1] mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Sick time may also be used in the event of a public health emergency.

The district reserves the right after five consecutive days of absence, to require proof of personal illness or injury from an employee, including a medical examination by a physician chosen and paid for by the

[1] "Family member" is defined by the Oregon Family Leave Act (OFLA).

district. An employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA/OFLA leave, the sick time and the FMLA/OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district will require the employee to provide advance notice of their intention to use sick time within 10 days of the requested sick time, or as soon as practicable. When the employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, in-service training, and mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district at least 12 hours in advance or as soon as practicable.

Unused sick time is forfeited upon termination, is not transferrable to other school districts and is not reportable to PERS. For accounting purposes, the district's leave year will match the fiscal year (July 1 through June 30).

The district shall establish a standard process to track the eligibility for sick time of non-represented/non-contracted employees.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545
ORS 342.610
ORS 653.601 to -653.661
ORS 659A.150 to -659A.186

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2012); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 9/07/22

Code: GCBDE/GDBDE
Adopted:

Military Leave of Absence

The district will grant military leave to employees on duty[1] with a uniformed service[2] in accordance with applicable state and federal law. Employees requesting military leave are required to provide written notice as soon as practicable following notification of military call up or reservist duty, unless precluded by military necessity.

Military leave exceeding 15 days is unpaid leave. Employees may use any accrued vacation or similar leave during the period of service exceeding 15 days.

While on military leave, the employee will receive the same benefits as other employees on leave, as well as the following:

1. The employee may continue enrollment in the district's health insurance plan. During the first 18 months of leave, the employee may be required to pay any employee contribution required of other employees on a leave of absence. If the leave extends beyond 18 months, the employee will be required to pay not more than 102 percent of the full premium;

2. Upon return from military service, the district will give retroactive employer contributions to the Public Employees Retirement System on the same basis as if the employee had not left, provided the employee was an enrolled member at the time of the leave. The employee may repay any required employee contributions over a period of three times the military service leave period or five years, whichever is less.

An employee on duty with a uniformed service is entitled to reemployment for a maximum of five years, unless retained on active duty because of war or national emergency. An individual returning from military leave shall notify the district of his/her intent to return as follows:

1. Employees who are veterans and reservists returning from training must only inform the district of their training obligations and report back at the next regularly scheduled working period;

2. Employees returning from active duty must notify the district of their intention to return to their former jobs within 90 days of release from duty.

[1] "Duty" means the performance of duty on a voluntary or involuntary basis in a uniformed service and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time U.S. National Guard duty and absence to determine fitness for duty.

[2] "Uniformed service" means the U.S. Armed Forces, the U.S. National Guard, the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or national emergency.

An individual reemployed under this policy is entitled to the seniority and other currently existing rights and benefits the individual had when service started, plus the additional seniority and similar rights and benefits that would have been accrued if employment had been continuous.

This policy does not apply if the employee has been separated from service with a dishonorable or bad conduct discharge or under other than honorable conditions.

END OF POLICY

Legal Reference(s):

ORS 332.505 ORS 408.290

Consolidated Omnibus Budget Reconciliation Act of 1985, 42 U.S.C. §§ 300bb-1-300bb-8 (2012).
I.R.C., U.S.C. 26 § 4980B(f)(4) (2012).
Employment and Reemployment Rights of Members of the Uniformed Services, 38 U.S.C. §§ 4301-4334 (2012).

Corrected 8/17/22

PROPOSED

Code: GCBE/GDBE
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GCDC, GDBE

Leave and Holidays

Unless otherwise arranged for, leaves shall be taken during the summer months, winter break or spring break. Leave times shall be approved by the superintendent and shall be registered with the human resources department. Administrators shall take care not to schedule leave time during known administrator in service dates.

All 12-month employees shall be paid and shall not be required to work on the following holidays:

1. New Years Day - January 1;
2. Martin Luther King's Birthday - Third Monday in January;
3. President's Day - Third Monday in February;
4. Memorial Day - Last Monday in May;
5. Independence Day - July 4;
6. Labor Day - First Monday in September;
7. Veterans Day - November 11;
8. Thanksgiving Day - Fourth Thursday in November;
9. Day after Thanksgiving - Fourth Friday in November;
10. Christmas Day - December 25;
11. December 24 (if it falls on a week day).

If a holidays falls on a Saturday or Sunday, it shall be observed in accordance with state law.

END OF POLICY

Legal Reference(s):

ORS 187.010
ORS 336.010

Code: GCC
Adopted: 10/14/10
Orig. Code: GCC

Recruitment of Licensed Staff

The superintendent will develop and maintain a recruitment program designed to attract licensed personnel to the district.

It is the responsibility of the superintendent, with the assistance of other district administrators, to determine the personnel needs of the district and to locate suitable candidates to recommend for employment by the district. Those factors considered will include, but not be limited to, the diverse characteristics of the district.

The search for licensed staff members may extend to a variety of educational institutions and geographical areas.

Present employees who meet the stated requirements are encouraged to apply for any vacant district position.

END OF POLICY

Legal Reference(s):

ORS 326.051
ORS 332.505
ORS 342.934
ORS 659.805
ORS 659.850
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.109
ORS 659A.142
ORS 659A.145
ORS 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.409

OAR 581-021-0045

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2012).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2012).
Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2012).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.

Corrected 9/07/22

Code: GCL
Adopted: 1/04/07
Revised/Readopted: 10/14/10
Orig. Code: GCL

Staff Development – Licensed *

(Version 1)

The board recognizes the need to establish a continuing professional development program for all licensed staff in order to enhance professional performance, promote achievement of high standards for all students and assist employees in meeting the licensure requirements of the Teacher Standards and Practices Commission (TSPC).

Employee continuing professional development (CPD) Plans shall be consistent with the district's mission and goals, assist educators to meet the requirements for license renewal as identified in OAR Chapter 584, Division 090, and may contain such other provisions as deemed appropriate by the district.

Administrators and teachers in the district shall follow all state requirements for professional development as it pertains to maintaining licensure or endorsements.

Any reimbursement for costs associated with professional development shall be within the guidelines or requirements of negotiated or group agreements.

END OF POLICY

Legal Reference(s):

ORS 329.095
ORS 329.125
ORS 329.704
ORS 342.138(3)
ORS 342.856
OAR 581-022-2250
OAR 581-022-2405
OAR 584-018-0205
OAR 584-255-0010 to -0030

Clackamas IED Assn. v. Clackamas IED, No. C-141-77, 3 PUB. EMPL. COLL. BARG. REP. 1848 (ERB 1978).
Eugene Educ. Ass'n v. Eugene Sch. Dist. 4J, No. C-93-79, 5 PUB. EMPL. COLL. BARG. REP. 3004 (ERB 1980).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 9/07/22

Code: GCL-AR
Revised/Reviewed: 2/14/13
Orig. Code: GCL-AR

Staff Development

(Version 1)

District mission and goals, school and district improvement plan and report card data and other such information, will be considered in developing a district program of continuing professional development (CPD) for Board approval.

Board policy GCL - Staff Development - Licensed, this regulation and related district-issued handbooks and materials are recognized as the district's qualified, Continuing Professional Development program.

Completion of CPD requirements, as set forth in OAR Chapter 584, Division 090 by the Teacher Standards and Practices Commission (TSPC) for license renewal, are the sole responsibility of the employee.

Corrected 9/07/22

DELETE

Code: GCL-AR
Revised/Reviewed:

Staff Development - Licensed

(Version 2)

The completion of professional development requirements, as set forth in Oregon Administrative Rule (OAR) Chapter 584, Division 255 by the Teacher Standards and Practices Commission (TSPC) for licensing or license renewal, is the sole responsibility of the employee.

1. Each professional licensed staff member employed by the district shall meet the standards as stated in OAR 584-420-0030 for:

    a. Learner and Learning

        (1) Learner development;
        (2) Learning differences;
        (3) Learning environments.

    b. Content

        (1) Content knowledge;
        (2) Application of content.

    c. Instructional Practice

        (1) Assessment;
        (2) Planning for instruction;
        (3) Instructional strategies.

    d. Professional Responsibility

        (1) Professional learning and ethical practice;
        (2) Leadership and collaboration.

2. The continuing professional development of each licensed staff member shall conform to the following standards for professional development as stated in OAR 584-255-0020:

    a. Learning Communities: Professional learning that increases educator effectiveness and results for all students occurs within learning communities committed to continuous improvement, collective responsibility and goal alignment;
    b. Leadership: Professional learning that increases educator effectiveness and results for all students requires skillful leaders who: develop capacity, advocate and create support systems for professional learning;
    c. Resources: Professional learning that increases educator effectiveness and results for all students requires prioritizing, monitoring and coordinating resources for educator learning;

d. Data: Professional learning that increases educator effectiveness and results for all students uses a variety of sources and types of student, educator and system data to plan, assess and evaluate professional learning;

e. Learning Designs: Professional learning that increases educator effectiveness and results for all students integrates theories, research and models of human learning to achieve its intended outcomes;

f. Implementation: Professional learning that increases educator effectiveness and results for all students applies research on change and sustains support for implementation of professional learning for long term change;

g. Outcomes: Professional learning that increases educator effectiveness and results for all students aligns its outcomes with educator performance and student curriculum standards.

3. Each employee is responsible for acquiring the number of continuing professional development units (PDUs) to meet the requirements as stated by the TSPC.

4. The district will attempt to offer as many professional development activities as recognized needs warrant and resources permit.

5. Acceptable professional development activities shall be those reviewed and approved by the employee's supervisor or professional development advisor and for which evidence is submitted to verify completion.

6. Licensed individuals transferring to the district from other districts, including those educators hired without previous district experience, shall submit any PDUs of credit earned to their supervisor or professional development advisor for review.

7. Upon receipt of evidence from an employee, the employee's supervisor or professional development advisor shall verify completion of the required PDUs for license renewal on the TSPC-provided Professional Educational Experience Report (PEER) form, and submit the form to the superintendent or designee.

8. The superintendent shall ensure that the required forms are submitted to the TSPC.

9. Completed TSPC, PEER forms shall be filed in the employee's personnel file.

Corrected 9/07/22

PROPOSED

Code: GCL/GDL
Adopted: 3/13/13
Orig. Code: GCL/GDL

Staff Development

(Version 2)

In order to strengthen and refine professional skills of district personnel, the superintendent or ~~his/her~~ designee will develop a staff development program for all employees.

District site councils will be encouraged to participate in the development and implementation of the district's staff development program including provisions for the professional growth of staff.

Staff development programs, whether provided directly by the district or through district contracts with third parties, will provide appropriate reasonable accommodations to ensure such programs are available to employees with disabilities.

~~Completion of continuing professional development (CPD) requirements, as set forth in OAR Chapter 584, Division 090 by the Teacher Standards and Practices Commission (TSPC) for license renewal, are the sole responsibility of the employee.~~
Each individual licensed employee is solely responsible for ensuring accurate completion of the professional development required for licensure. Once a licensed employee completes licensure requirements, the employee must submit evidence to the employee's supervisor and human capital management, who will verify that the licensed employee has successfully completed the professional development requirements, on the Teacher Standards and Practices Commission (TSPC) Professional Educational Experience Report (PEER) form.

END OF POLICY

Legal Reference(s):

ORS 329.095
ORS 329.125
ORS 329.704

OAR 581-022-0606
OAR 581-022-1720
OAR 584-018-0105

OAR 584-018-0205
OAR 584-090-0100 to-0120

Clackamas IED Assn. v. Clackamas IED, No. C-141-77, 3 PUB. EMPL. COLL. BARG. REP. 1848 (ERB 1978).
Eugene Educ. Ass'n v. Eugene Sch. Dist. 4J, No. C-93-79, 5 PUB. EMPL. COLL. BARG. REP. 3004 (ERB 1980).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 9/07/22

Code: GCN/GDN
Adopted: 10/14/10
Revised/Readopted: 5/14/14; 6/13/18
Orig. Code: GCN/GDN

Evaluation of Staff

An effective evaluation program is essential to a quality educational program. It is an important tool to determine the current level of a teacher's performance of the teaching responsibilities. It is also an important assessment of classified employees and current performance of their job assignments. Under Board~~board~~ policy, administrators are charged with the responsibility of evaluating the staff. An evaluation program provides a tool for supervisors who are responsible for making decisions about promotion, demotion, contract extension, contract nonextension, contract renewal or nonrenewal, dismissal and discipline.

Licensed Staff

The evaluations for licensed staff shall be based on the core teaching standards adopted by the Oregon State Board of Education. The standards shall be customized based on collaborative efforts with teachers and any exclusive representatives of the licensed staff.

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

1. Four performance level ratings of effectiveness;

2. Classroom-level student learning and growth goals set collaboratively between the teacher and the evaluator;

3. Consideration of multiple measures of teacher practice and responsibility which may include, but are not limited to:

    a. Classroom-based assessments including observations, lesson plans and assignments;
    b. Portfolios of evidence;~~.~~
    c. Supervisor reports; and
    d. Self-reflections and assessments.

4. Consideration of evidence of student academic growth and learning based on multiple measures of student progress, including performance data of students, that is both formative and summative. Evidence may also include other indicators of student success;

5. A summative evaluation method for considering multiple measures of professional practice, professional responsibilities and student learning and growth to determine the teacher's professional growth path;

6. Customized by each district, which may include individualized weighting and application of standards.

An evaluation using the core teaching standards must attempt to:

1. Strengthen the knowledge, skills, disposition and classroom practices of teachers;

2. Refine the support, assistance and professional growth opportunities offered to a teacher, based on the individual needs of the teacher and the needs of the students, the school and the district;

3. Allow the teacher to establish a set of classroom practices and student learning objectives that are based on the individual circumstances of the teacher, including the classroom and other assignments;

4. Establish a formative growth process for each teacher that supports professional learning and collaboration with other teachers;

5. Use evaluation methods and professional development, support and other activities that are based on curricular standards and are targeted to the needs of the teacher; and

6. Address ways to help all educators strengthen their culturally responsive practices.

Evaluation and support systems established by the district must evaluate teachers on a regular cycle. The superintendent shall regularly report to the Board on implementation of the evaluation and support systems and educator effectiveness.

Each probationary teacher shall be evaluated at least annually, but with multiple observations. The purpose of the evaluation is to aid the teacher in making continuing professional growth and to determine the teacher's performance of the teaching responsibilities. Evaluations shall be based upon at least two observations and other relevant information developed by the district.

Classified Staff

All classified employees will be formally evaluated by their immediate supervisor at least twice during their first year of employment and at least once each year thereafter.

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 332.505
ORS 342.850
ORS 342.856
OAR 581-022-2405
OAR 581-022-2410
OAR 581-022-2415

Corrected 9/07/22

Code: GCPA
Adopted:

Reduction or Recall of Licensed Staff

When the Board is considering a reduction of staff due to a lack of funds to continue the educational program at its anticipated level or due to the elimination or adjustment of classes due to an administrative decision, it will discuss the matter at a regular or special Board meeting and will consider such factors and alternatives it deems necessary to arrive at a decision.

Using the goals and priorities of the district, the Board shall direct the superintendent to prepare a reduction plan identifying which programs are to be reduced or eliminated for Board approval. As a result of the program reductions or elimination, the superintendent shall bring a list of positions to be cut or eliminated to the Board for approval. The district shall consider cultural or linguistic expertise and seniority, and may consider merit and competence, in accordance with Oregon law.[1]

Nothing in this policy is intended to interfere with the right of the district to discharge, remove or fail to renew the contract of a probationary teacher, or to not extend the contract of or dismiss a contract teacher pursuant to the provisions of the Accountability for Schools for the 21st Century Law[2].

END OF POLICY

Legal Reference(s):

ORS 342.805 - 342.910 ORS 342.934

PROPOSED

[1] See ORS 342.934 (HB 2001 (2021)) for definitions and requirements.

[2] ORS 342.805 - 342.937.

Code: GCPB/GDPB
Adopted: 12/10/08
Readopted: 10/14/10
Orig. Code: GCPB/GDPB

Resignation of Staff

Any district employee who desires to resign ~~his/her~~their position shall submit in writing a letter of resignation indicating the date the employee would like as ~~his/her~~the last day at work. The ~~b~~Board encourages employees to provide advance notice that is appropriate for the position they hold.

The ~~b~~Board authorizes the superintendent or designee to accept an employee's written resignation and to set the effective date. Once the superintendent or designee has accepted and set an effective date, the resignation may not thereafter be withdrawn by the employee.

A licensed staff member who wishes to resign from their position with the district must give a written notice of at least 60 days upon or at the time of resignation. The superintendent is authorized to accept the resignation effective the day it is received and either release the teacher immediately from further teaching or administrative obligations or inform the teacher that they must continue teaching for part or all of the 60-day period.

Where less than a 60-day notice is given, the Board may request the Teacher Standards and Practices Commission to discipline the licensee. Exceptions due to emergency or other extenuating circumstances may be considered by the Board.

~~The superintendent upon learning of an employee's verbal resignation, may accept that as the employee's effective resignation.~~

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 342.545
ORS 342.553

ORS 652.140

OAR 581-022-2405

OAR 584-050-0020

Pierce v. Douglas County Sch. Dist., 297 Or. 363 (1984).

Corrected 9/21/22

Code: GCPD
Adopted:

Discipline and Dismissal of Licensed Staff

The Board will use due process and comply with relevant portions of the collective bargaining agreement when disciplining and/or dismissing employees.

END OF POLICY

Legal Reference(s):

ORS 243.672
ORS 243.706
ORS 243.756
ORS 342.835
ORS 342.865 to -342.910
ORS 342.934
ORS 652.140
OAR 584-020-0040

Corrected 9/21/22

PROPOSED

Code: GCPD-AR
Revised/Reviewed:

Discipline and Dismissal of Licensed Staff

The Board will use due process and comply with relevant portions of the collective bargaining agreement when disciplining and/or dismissing employees.

Discipline

Staff members will be disciplined according to the severity and frequency of the conduct at issue. Discipline may be in the form of verbal reprimand, written reprimand or suspension depending on the circumstances of each case.

1. "Verbal reprimand": The administrator will hold a conference with the employee. The administrator will outline the nature of the problem and listen to any comments from the employee. The administrator will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored.

2. "Written reprimand": The administrator will hold a conference with the employee. The employee may have a representative present of their choice. The administrator will outline the nature of the problem and listen to any comments from the employee. The administrator will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored. A "letter of reprimand" shall be written and placed in the employee's personnel file.

3. "Suspension": Employees may be suspended in order to maintain the health and/or safety of other employees and/or students. Employees may also be suspended pending investigation of complaints regarding their job performance or conduct.

Dismissal

1. Probationary Teachers

   a. Contracts of probationary teachers may be nonrenewed for any reason or reasons deemed in good faith sufficient by the Board. Written notice of intended nonrenewal and reason(s) for nonrenewal must be given to the teacher by March 15 or sooner if so specified in a collective bargaining agreement. Written notice must be given prior to Board action on the nonrenewal. The teacher may request a hearing before the Board.
   b. Probationary teachers may be dismissed at any time for any reason or reasons deemed in good faith sufficient by the Board. Written notice of intended dismissal and reason(s) for dismissal must be given to the teacher prior to Board action on the dismissal. The teacher may request a hearing before the Board.
   c. The following procedures apply to hearings before the Board:

(1) The employee shall receive notice of the time, date and place of the hearing;
(2) The hearing shall be in executive session unless the employee has requested an open session;
(3) The employee shall have an opportunity to be present and be represented by anyone of their choice;
(4) The district may be represented by anyone of its choice;
(5) Both parties shall have the opportunity to make opening statements, to call witnesses and to cross-examine the other party's witnesses, to present documentary evidence and to make closing statements;
(6) The Board shall provide a written statement of the reasons for the final action taken (nonrenewal of contract or dismissal); and
(7) The Board may, at its option, designate an individual to preside over and conduct the actual hearing.

2. Contract Teachers

a. Contract teachers may be dismissed or their employment contract nonextended when their job performance or conduct falls within one or more of the broad reasons listed in Oregon Revised Statute (ORS) 342.865: inefficiency, immorality, insubordination, neglect of duty including duties specified by written rules, physical or mental incapacity, conviction of a felony or of a crime involving moral turpitude, inadequate performance, failure to comply with such reasonable requirements as the Board may prescribe to show normal improvement and evidence of professional training and growth, or any cause which constitutes grounds for the revocation of such contract teacher's teaching license.

b. The superintendent and employee shall meet to discuss the superintendent's proposed recommendation to the Board regarding dismissal or contract non-extension. The employee may be accompanied by anyone of their choice.

c. The employee shall be notified if the superintendent intends to recommend dismissal or contract non-extension.

(1) The notice shall contain:

(a) The statutory grounds upon which the superintendent believes such dismissal or non-extension is justified;
(b) A plain and concise statement of the facts relied on to support the statutory grounds for dismissal or non-extension;
(c) A copy of ORS 342.805 to 342.934; and
(d) The day and time of the Board meeting during which the recommendation will be made.

(2) A notice of intended dismissal must be given at least 20 days prior to the time a dismissal recommendation is made to the Board. It must be delivered in person or must be sent by certified mail.
(3) Notice of intended dismissal must be sent to the Board and to the Fair Dismissal Appeals Board.

d. The employee may be present at the Board meeting and be accompanied by anyone of their choice.

PROPOSED

e. The employee shall receive notice of the Board's action and the reasons for such actions. Notice shall be sent by certified mail, return receipt requested, or in the manner provided by law for the service of a summons in a civil action.

3. Illness/Other Circumstances

Sickness or other unavoidable circumstances which prevent the teacher from teaching 20 school days immediately following exhaustion of sick leave accumulated under ORS 332.507 may be sufficient reason for the Board to place the teacher on leave without pay for the remainder of the regular school year. The district may terminate the teacher's employment without penalty on August 1 if the Board determines that the teacher is unable to resume teaching responsibilities at the beginning of the next fall term and the teacher is not on workers' compensation leave or federal or state family illness leave.

4. Wages

Whenever an employee is dismissed or where such employment is terminated by mutual agreement all wages earned and unpaid at the time of discharge or termination shall be payable no later than the end of the first business day after discharge or termination.

Corrected 9/21/22

PROPOSED

Code: GCQA/GDQA
Adopted:

Nonschool Employment

All employees are expected to accomplish those tasks required by the district.

Employees must avoid outside employment that interferes with the performance of their responsibilities and the maintenance of productive relationships with students, parents and other staff members. If outside employment interferes with job performance, the employee will be required to make a choice between district employment and outside employment.

No child care or other similar activity for which a district employee receives a fee will be allowed in a district-owned building on school time or while on duty.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 9/21/22

PROPOSED

Code: GCQAB
Adopted: 1/04/07
Readopted: 10/14/10
Orig. Code: GCQAB

Private Tutoring for Pay

No private tutoring for which a teacher receives a fee will be allowed in a school building on school time. District facilities, materials or equipment may not be used.

Generally it is expected that teachers will not receive reimbursement for tutoring or other private instruction of students enrolled in their classes except when a student is confined at home and home tutoring has been approved by the superintendent.

The use of school buildings for private instruction or tutoring for a fee is expressly prohibited except where authorized by the ~~board~~district, consistent with ORS Chapter 244. All employees are subject to the district ~~ethic b~~Board policy GBC – Staff Ethics.

END OF POLICY

Legal Reference(s):

ORS 244.010 ORS 332.505

Corrected 9/21/22

Code: GCQBA
Adopted:

Copyrights and Patents

The Board asserts the district's proprietary rights to publications, instructional materials and other devices prepared by district employees during their paid work time. The Board also recognizes the importance of encouraging its professional staff to engage in professional writing, research and other creative endeavors. Publications, articles, materials, models and other items produced by district personnel for district use with district time, money and facilities as part of an employee's job responsibilities remain the property of the district.

The district will apply for copyrights and patents when deemed appropriate by the superintendent. Employees will be expected to cooperate in the district's efforts.

In the event that an employee produces items described above partly on his/her own time and partly on district time, the district reserves the right to claim full ownership. The employee may petition the district for assignment of copyright or patent rights. Employees will not attempt to copyright or patent such items without the knowledge and consent of the superintendent or designee.

END OF POLICY

Legal Reference(s):

ORS 332.745

Copyrights, 17 U.S.C. §§ 101-1332; 19 C.F.R. Part 133 (2016).
Patents, 35 U.S.C. §§ 1-376 (2012).

Corrected 9/21/22

PROPOSED

Code: **DJC-AR**
Revised/Reviewed: 3/16/11; 1/08/14; 4/08/15; 1/13/16

Special Procurements and Exemptions from Competitive Bidding

SPECIAL PROCUREMENTS

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

1. Brand Names or Products, "Or Equal," Single Seller and Sole Source

a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
b. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
c. The district may specify a particular brand name or equal specification when the use of a brand name or equal specification is advantages to the district, because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the district.

    (1) The district is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final;
    (2) The district is not prohibited from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the district;
    (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

(a) The use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
(b) Specification of the brand name, mark or product would result in cost savings to the district; or
(c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
(d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.

d. The district may award a contract for goods or services without competition when the ~~LCRB~~ **Superintendent or Designee** determines in writing that the goods or services, or the class of goods or services, are available from only one source. The determination of source must be based upon written findings that shall include:

(1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
(2) Description of the product or service to be purchased; and
(3) The reasons the district is seeking this procurement method, which shall include any of the following:

(a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or
(b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source; or
(c) That the goods or services are for use in a pilot or an experimental project; or
(d) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.

e. The district may specify a product or service available from only one manufacturer but available through multiple sellers after complying with subsection c. above documenting the procurement file with the following information:

(1) If the total purchase is over $10,000 but does not exceed $150,000, and a comparable product or service is not available under an existing Mandatory Use Contract, the district must obtain informal competitive quotes, bids, or proposals and document this process in the procurement file;
(2) If the purchase does not exceed $150,000, and the supplies or services are not available under an existing price agreement for information technology with competing products or Mandatory Use Contract, the district must first request and obtain prior written authorization from the ~~LCRB~~ **Superintendent or Designee** to proceed with the acquisition.

f If the district intends to make several purchases of brand name-specific supplies and services from a particular manufacturer or seller for a period not to exceed five years, the district must so state this in the procurement file and in the solicitation document, if any, or a public notice of a solicitation. If the total purchase amount is estimated to exceed $150,000, this shall be stated in the advertisement for bids or proposals.

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

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

a. It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings to the district which could not be realized under ORS 279B.055, 279B.060, 279B.065, or 279B.070 as required by ORS 279B.085(4).
b. Public notice of the approval must be given in the same manner as provided in ORS 279B.055(4).
c. This rule requires the districts to make a good faith effort to determine that no other sources are available for the specified products.
d. The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis.
e. The awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.
f. When the ~~local review board~~ **Superintendent or Designee** approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for procurement.

2. Advertising Contracts, Purchase of

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

Findings of Fact

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

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

d. Advertisements may be placed to satisfy legal notice or board policy requirements;

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

Conclusion of Compliance with Law

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

3. Advertising Contracts, Sale of

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

Findings of Fact

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

Conclusion of Compliance with Law

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

The sale of advertising for student activities such as school newspapers, yearbooks, athletic, drama or music programs would not benefit from competitive procurement. Such a requirement would place an unnecessary burden on the student group's activity and there is no financial advantage to the district in doing so. Consequently, the cost savings test is not an issue.

4. Equipment Repair and Overhaul

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

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

b. The following limitations apply to this rule:

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

Findings of Fact

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

formal competitive bids or, if that is not practical or cost effective, obtain a specific special procurement procedure from the ~~LCRB~~ **Superintendent or Designee** to proceed with the purchase of the needed repair or overhaul.

Conclusion of Compliance with Law

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

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

5. Copyrighted Materials

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

Findings of Fact

a. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.
b. Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or his/her licensee. Textbooks/Instructional materials are examples of copyrighted materials that the district purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.

   The district purchases its textbooks/instructional materials through the Northwest Textbook Depository. This practice enables the regional textbook depository to purchase and warehouse textbooks/instructional materials in conformance with adoptions made in the states of their region. The result is that savings are achieved through the depository's combined purchases on behalf of member districts. Freight costs for individual districts are reduced by the bulk

purchases of the depository and the depository takes on the cost of stocking and warehousing enough to meet each member district's needs.

The system of textbook/instructional materials distribution enables the district to participate in the largest possible bulk purchasing activity of adopted textbooks/instructional materials in the region. This ensures a cost savings to the district, a savings that would be jeopardized if the district was to act as an individual purchaser.

Conclusion of Compliance with Law

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

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

6. Product Prequalification

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

(1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and

(2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.

b. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district CFO to request review and reconsideration of the denial.

Findings of Fact

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

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

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

b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.

c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.

d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.

e. Subsection b., of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

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

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

7. Requirements Contracts (Blanket Purchase Orders, Price Agreements)[1]

a. The CFO, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among school and departments and reducing lead time for ordering.
b. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
c. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
d. School and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the designee.
e. Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contract entered into by another Oregon public agency when:

    (1) The original contract met the requirements of public contracting code; and
    (2) The original contract allows other public agency usage of the contract; and
    (3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.

f. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.

Findings of Fact

a. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount

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

rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.

b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.

c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.

d. The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.

f. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, board policy and administrative regulation.

Conclusion of Compliance with Law

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

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

8. Used Personal Property or Equipment, Purchase[2]

a. Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of district purchase. Used personal property or equipment generally does not include property or equipment if the district was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.

b. For purchases of used personal property or equipment costing less than or equal to $150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.

c. For purchases of used personal property or equipment totaling $150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the

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

source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

Findings of Fact

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

Conclusion of Compliance with Law

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

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

9. Information Technology Contracts

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

a. If the contract amount does not exceed $150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.

b. If the contract amount exceeds $150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules, and shall solicit written proposals in accordance with the requirements of the *Attorney General's Model Public Contract Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award;
c. If the amount of the contract is estimated to exceed $150,000, the district shall provide proposers an opportunity to review the evaluation of their proposals before final selection is made.

Findings of Fact

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

Conclusion of Compliance with Law

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

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

10. Telecommunications Systems - Hardware and Software Contracts

a. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:

(1) If the contract amount does not exceed $150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.

(2) If the contract amount exceeds $150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the *Attorney General's Model Public Contract Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award.

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

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

Findings of Fact

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

Conclusion of Compliance with Law

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

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of

purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

11. Telecommunications Services

a. The district shall secure the most competitive, cost-effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs. The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this rule.

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

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

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

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

Findings of Fact

a. Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.
b. Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.
c. The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to $150,000. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
d. If a purchase of service is expected to cost more than $150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract Rules*.
e. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure needed services from the sole source.

Conclusion of Compliance with Law

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

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

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

12. Hazardous Material Removal; Oil Cleanup

a. The district may enter into public contracts without competitive bidding, regardless of dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:

(1) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;
(2) Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;
(3) Record the measures taken under a.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.

b. The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in board policy with this administrative regulation.

Findings of Fact

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

Conclusions of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279B.085 (3)(a). If it is under DEQ order to act immediately, the district will still attempt to obtain

competitive quotes for the work to be performed as it has the ability and time to do so. Unless the district is faced with the quasi-emergency situation of a DEQ order to remove or clean up hazardous waste or oil, it will follow normal competitive procedures to obtain these services.

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

13. Renegotiation of Existing Contracts with Incumbent Contractors

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

Findings of Fact

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

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

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

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

contract, but the district may use factors other than cost that demonstrate that the amended contract is more favorable to the unique needs of the district.

Conclusion of Compliance with Law

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

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

EXEMPTIONS FROM COMPETITIVE BIDDING

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

1. Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and

2. Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335 (2) and (5) and based on Oregon Administrative Rules, Chapter 137, Divisions 46 through 49.

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

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

1. How many persons are available to bid;

2. The construction budget and the projected operating costs for the completed public improvements;

3. Public benefits that may result from granting the exemption;

4. Whether value engineering techniques may decrease the cost of the public improvement;

5. The cost and availability of specialized expertise that is necessary for the public improvement;

6. Any likely increases in public safety;

7. Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;

8. Whether granting the exemption will affect the sources of funding for the public improvement;

9. Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;

10. Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;

11. Whether the public improvements involves new construction or renovates or remodels an existing structure;

12. Whether the public improvement will be occupied or unoccupied during construction;

13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and

14. Whether the district has or has retained under contract, and will use district personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the district will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

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

Promulgation of these exemptions can only occur after public notification and a public hearing to receive testimony pertaining to the draft exemptions and findings, pursuant to ORS 279C.355.

1. Brand Names or Products, "Or Equal," Single Seller and Sole Source

a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this exemption.
c. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections d. and e. of this rule.
d. The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar language if there is no other practical method of specification after documenting the procurement file with the following:

(1) A brief description of the solicitation(s) to be covered, including contemplated future purchases;
(2) Description of the brand name, mark or product to be specified; and
(3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification

will meet the needs of the district based on one or more of the following written determinations:

(a) The use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
(b) Specification of the brand name, mark or product would result in substantial cost savings to the district; or
(c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
(d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.

(4) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.

e. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:

(1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
(2) Description of the product or service to be purchased; and
(3) The reasons the district is seeking this procurement method, which shall include any of the following:

(a) That the efficient utilization of existing equipment, supplies or services requires the acquisition of compatible equipment, supplies or services; or
(b) That the goods or services required for the exchange of software or data with other public or private agencies are available for only one source; or
(c) That the goods or services are for use in a pilot or an experimental project; or
(d) Other findings that support the conclusion that the goods or services are available from only one source.

(4) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.

f. The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:

(1) If the total purchase is over $10,000 but does not exceed $100,000**,** and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file; or

(2) If the amount of the purchase exceeds $100,000**,** the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the ~~LCRB~~ **Superintendent or Designee**.

g. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed $100,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law

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

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

2. Product Prequalification

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

(1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and

(2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.

b. The district has determined that special expertise required, generally, does not apply to this rule.

c. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district CFO to request review and reconsideration of the denial.

Findings of Fact

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

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

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

b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.

c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.

d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.

e. Subsection c. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

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

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

3. Requirements Contracts (Blanket Purchase Orders, Price)[4]

a. The CFO, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.
b. The district has determined that value engineering, specialized expertise required and technical complexity, generally, do not apply to this rule.
c. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
d. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
e. Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the designee.
f. Under the authority of ORS 279A.025 and 279C.335, the district may use the requirements contract entered into by another Oregon public agency when:

    (1) The original contract met the requirements of the public contracting code; and
    (2) The original contract allows other public agency usage of the contract; and
    (3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.

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

g. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

Findings of Fact

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

Conclusion of Compliance with Law

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

The awarding of district requirements contracts will likely result in a substantial cost savings and other substantial benefits to the district, as required by ORS 279C.335 (2)(b). It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

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

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

Findings of Fact/Conclusion of Compliance with Law

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

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

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

Findings of Fact/Conclusion of Compliance with Law

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

6. Projects with Complex Systems or Components

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

Finding of Fact/Conclusion of Compliance with the Law

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

ORS 279C.400 enumerates how RFP's are to be used if authorized by the LCRB. This criteria,

ensures that competitive means will be used and selection will be fair and impartial. As a result, it is

unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). The awarding of contracts pursuant to this process will result in optimal value to the district based on selection by the district of the best competitive proposal that meets the stated evaluative criteria.

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

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Kaylie Jeffries, Executive Assistant to the Superintendent
Subject:	**Superintendent's Report**
Policy:	Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date:	October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

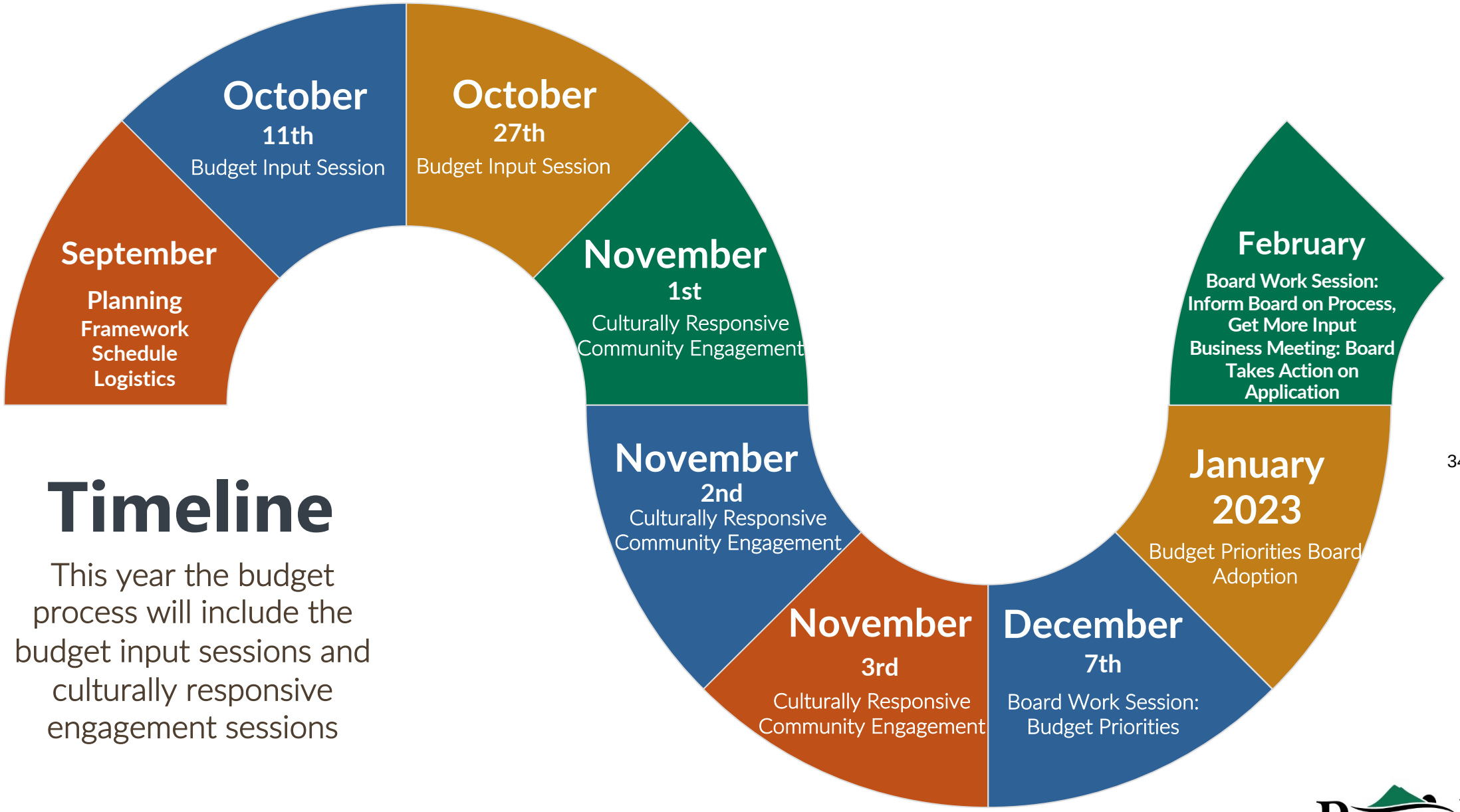
Superintendent Diaz will provide announcements and reports to the board:

a. Announcements / Reports - Dr. Danna Diaz
b. Marginalized Students: Equity Committee Update - Dr. Danna Diaz
c. Communication Report - Stephanie Field
d. Financial Report - Anthony Lebron
e. Enrollment Report - Anthony Lebron

Superintendent Report

- Budget Input and Aligning for Student Success Sessions:
  - October 11
  - **October 27 at Wilkes Elementary (4:30p for Staff; 6:30p for Community)**
- Culturally Responsive Family and Student Engagement Sessions:
  - November 1
  - November 2
  - November 3

Reynolds School District



Timeline

This year the budget process will include the budget input sessions and culturally responsive engagement sessions

Reynolds School District

Superintendent Report

- Equity Committee Update: List of Members will come to the Board in December

Reynolds School District

Reynolds School District

Superintendent Reports

Communications & Community Relations

October 26, 2022

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

MISSION

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.

Reynolds School District

VISION

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

CORE BELIEFS & COMMITMENTS

SAFETY

We believe that all students, families, and staff deserve a safe and secure learning environment.
We commit to providing physical and emotional safety across the Reynolds community.

EQUITY

We believe that equitable practices allow everyone within the Reynolds community to thrive.
We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

351

INSTRUCTIONAL PRACTICES

We believe that high-quality, first-time instruction will eliminate the opportunity gap.
We commit to setting high expectations and providing intentional professional development for instructional leaders.

ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people.
We commit to becoming an inclusive and positive organizational culture.

Communications & Community Relations

- RSD Board and Superintendent: Conference Treats for Staff
- ParentSquare Update
- Unity Day

352

Reynolds School District

RSD Board and Superintendent: Conference Treats for Staff

- **H.B. Lee** (approx. 80 staff)
  - Thursday, October 20th
  - Pizza at 4pm
  - Partner Support: Metropolitan Family Services (MFS)
- **Reynolds Middle School** (approx. 75 staff)
  - Thursday, October 20th
  - Pizza at 4pm
  - Partner Support: Latino Network
- **Walt Morey Middle School** (approx. 50 staff)
  - Thursday, October 20th
  - Pizza at 4pm
  - Partner Support: SEI
- **Reynolds High School** (approx. 125 staff)
  - Wednesday, October 19th
  - Jimmy John's at 3:15pm
  - Partner Support: Northwest Outward Bound
- **Reynolds Learning Academy** (approx. 30 staff)
  - Wednesday, October 19th
  - Ingallinas (Dessert trays) at 5:00pm
  - Partner Support: N/A

16 Elementary Schools:
November 22-23

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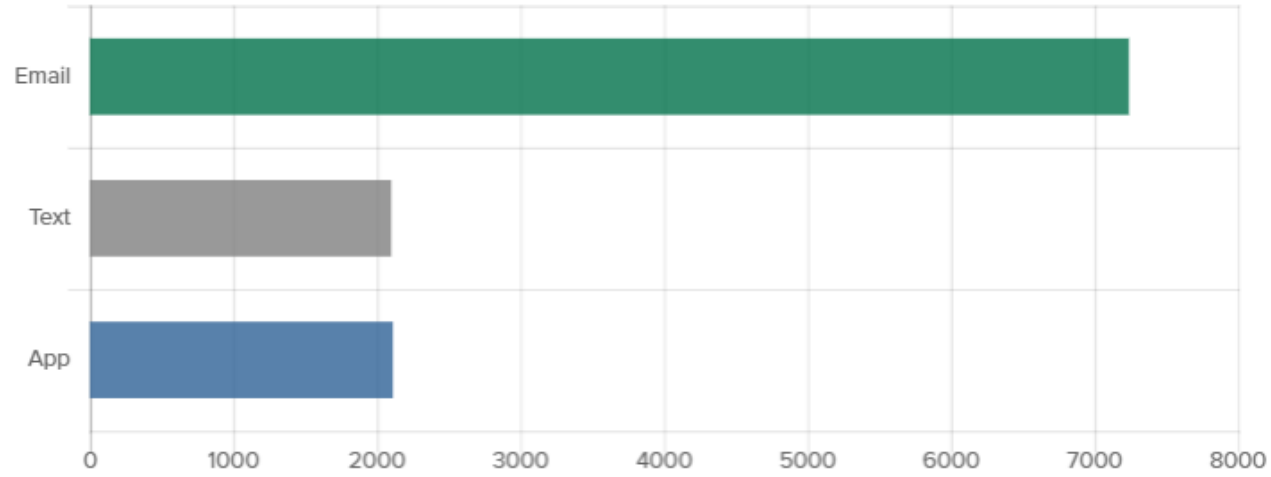
Reynolds School District

ParentSquare Update

REACH METHODS



EMAIL

7,308 (78%) Parents with emails

7,240 (77%) Opted to receive emails

7,240 (77%) Receiving emails

0 (0%) Failed emails

TEXT

9,126 (97%) Parents with phones

2,100 (22%) Opted to receive texts

2,100 (22%) Receiving texts

0 (0%) Failed texts

APP

2,305 (25%) Parents with app

2,111 (23%) Receiving notifications

354

** all percentages are out of the total 9,394 parents in the District*

25% have downloaded the app

In your next newsletter make sure to highlight the benefits of downloading the app to increase engagement with parents. Here are some **posters** you can print and put up.

+4%

Elementary Schools are using ParentSquare to schedule conferences!

Reynolds School District

INTERACTION HISTORY

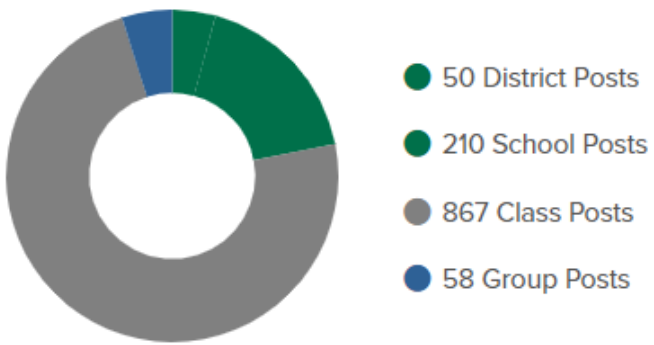
Most popular posts by appreciations

78 ♥	Nutrition Services Update
73 ♥	Air Quality
68 ♥	Welcome to ParentSquare!
49 ♥	Student Photo/Video Guidelines
44 ♥	Reminder! Late Start on Monday

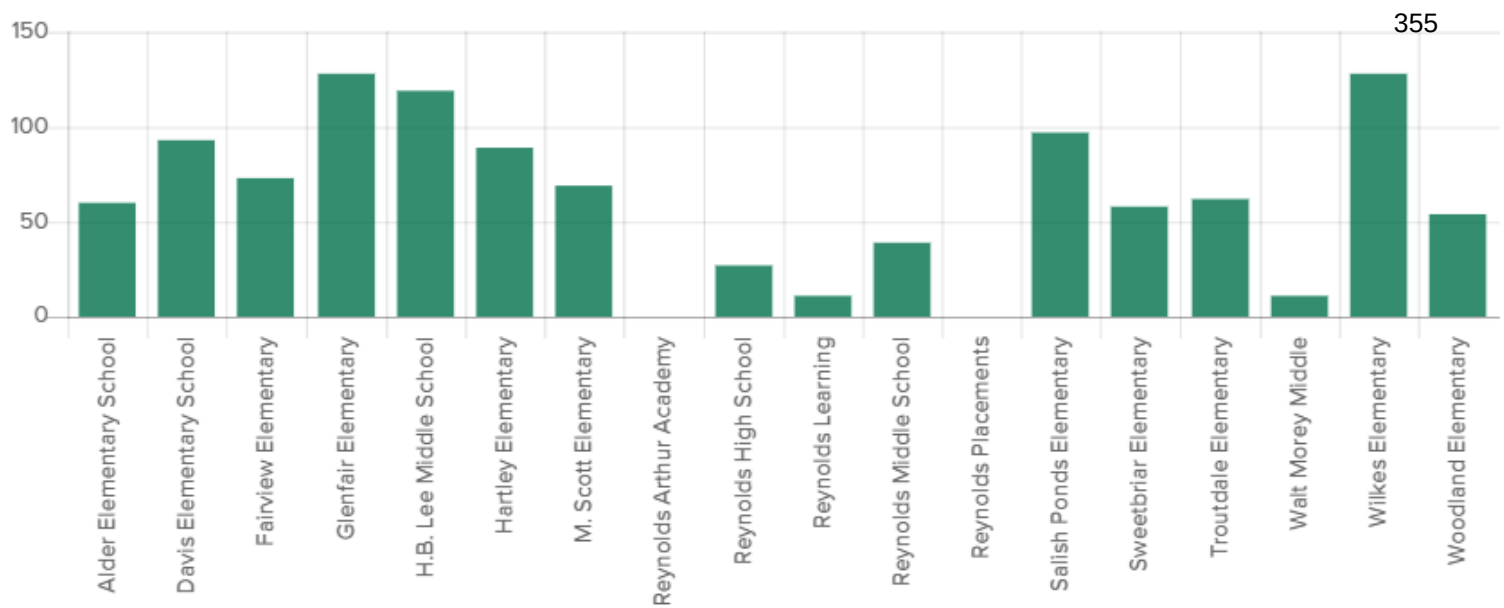
Most commented posts

13 💬	Testing ParentSquare
9 💬	Test
8 💬	Testing 123
8 💬	Pumpkin Patch permission slip
7 💬	Device Fee

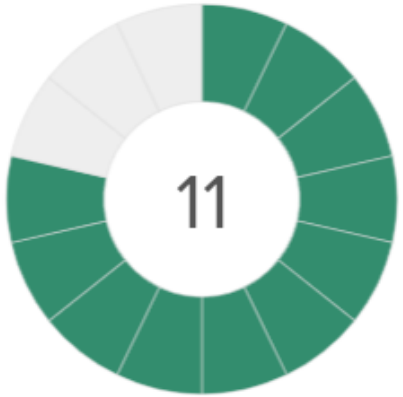
POST DISTRIBUTION



BY SCHOOL



FEATURES USED



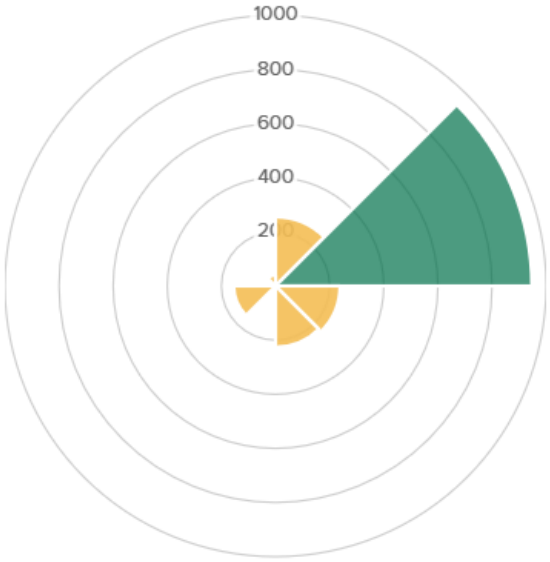
OUT OF 14

0	Auto Notices
21,977	Direct Messages | **5,711** Threads
35	Forms / Permission Slips
0	Payment Items | **0** Posts
3	Polls
1	Posts Shared on Social
105	Smart Alerts
153	Calendar Events | **9** RSVP Requested
128	Files Shared | **79** Posts
25	Items Requested | **2** Posts
259	Photos / Videos Shared | **78** Albums
1,184	Posts
0	Secure Documents
2,471	Volunteers Requested | **102** Posts

1,300

OUT OF 9,394

PARENTS INTERACTED



COMMENTS
- 255 Commented

APPRECIATIONS
- 947 Appreciated

RSVPS
- 238 RSVP'd

VOLUNTEERS
- 226 Volunteered

ITEMS
- 4 Signed Up

FORMS / PERMISSIONS
- 154 Completed

PAYMENTS
- 0 Paid

POLLS
- 40 Voted

** all values are totaled starting from August 01, 2022*

Wow! That's impressive parent interaction

Typically there are 2 contacts per student. 14% parent interaction could mean that 28% of families are interacting!

Trainings: 356
Secretaries 10/10

Assistant Secretaries: 10/17

Attendance Notifications: 10/10

Unity Day – October 19, 2022

Reynolds
School District

Reynolds School District

Questions?

Thank you!

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

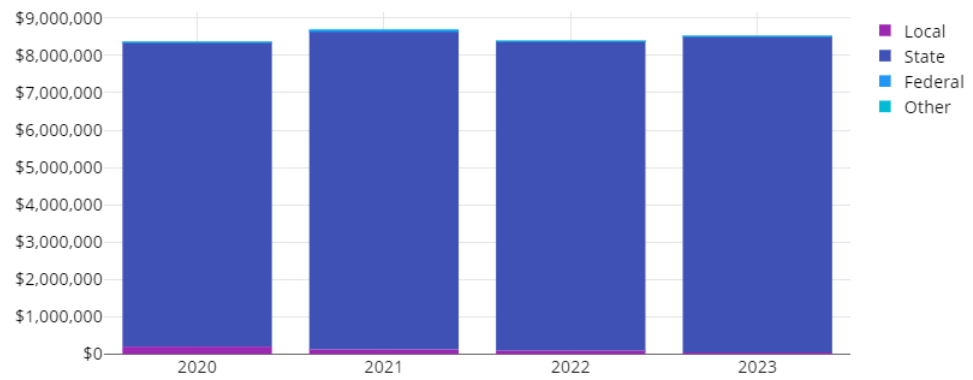
2022-2023 Reynolds SD 7 | General Fund Monthly Revenue Overview

Total YTD Revenues
$67,896,126
Variance to Budget $-8,231,469
UNFAVORABLE

YTD State School Fund Formula
$33,762,984
Variance to Budget $-513,743
UNFAVORABLE

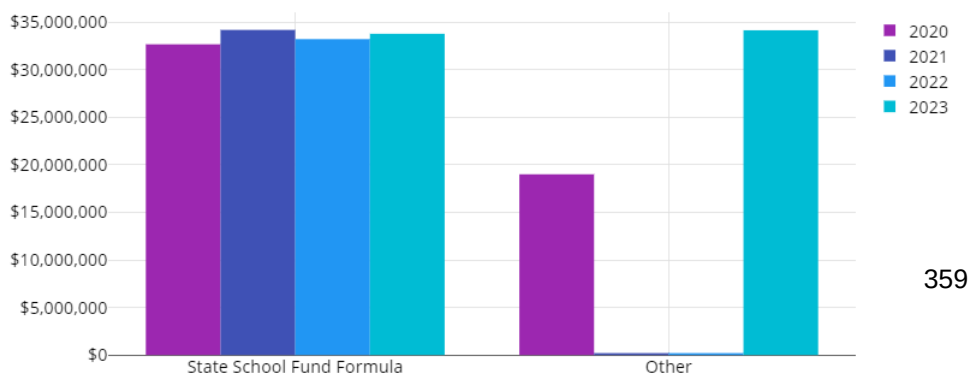
YTD Other Sources
$34,133,142
Variance to Budget $-7,717,726
UNFAVORABLE

General Fund Historical Revenues for Current Month



For the Month Ending - SEP

General Fund Year to Date Revenues



For the Period JUL - SEP

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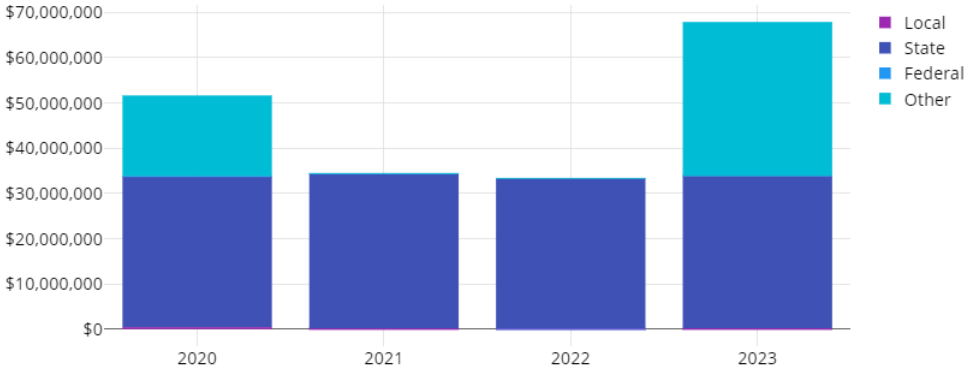
General Fund Year to Date Revenues by Source

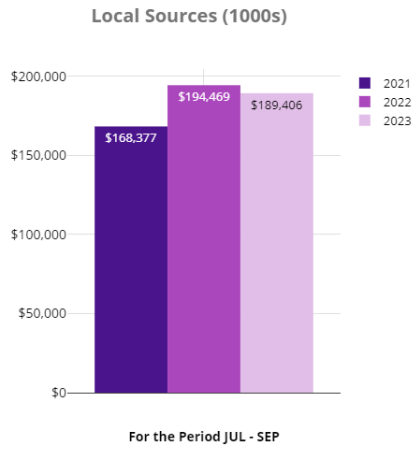


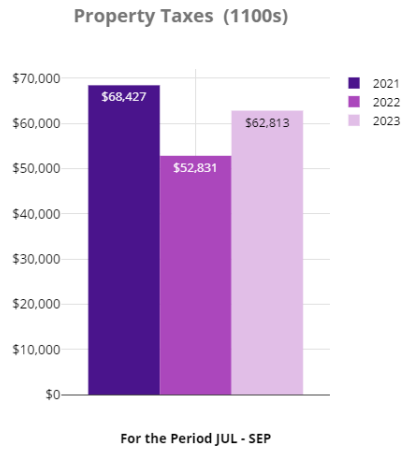
For the Period JUL - SEP

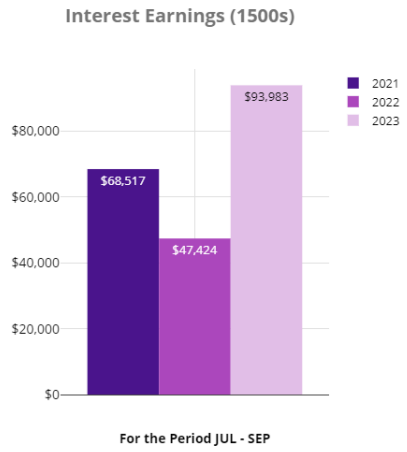
Source Level 1	For the Period JUL - SEP			
	2020	2021	2022	2023
	YTD Amount	YTD Amount	YTD Amount	YTD Amount
1000-1999 Local Sources	$449,604	$168,377	$194,469	$189,406
2000-2999 Intermediate Sources	$1,902	$0	$0	$7,903
3000-3999 State Sources	$33,354,021	$34,104,049	$33,149,511	$33,692,268
4000-4999 Federal Sources	$16,341	$41,066	$-869	$0
5000-5999 Other Sources	$17,832,461	$0	$0	$34,006,549

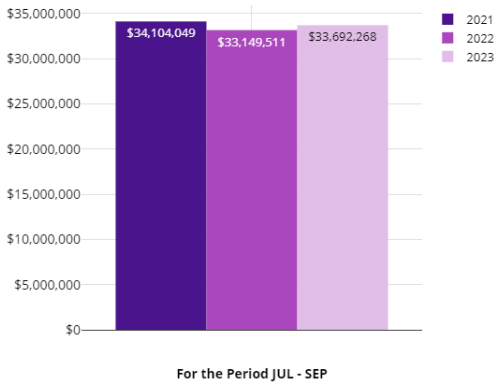
2022-2023 Reynolds SD 7 | General Fund Overview - Revenue

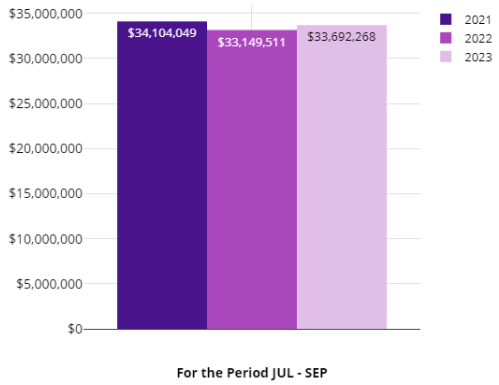
YTD Local Sources	YTD State Sources	YTD All Sources (except 5400s)
0.59% of Budget	32.29% of Budget	24.69% of Budget
Prior Year YTD: 0.61% of Actuals	Prior Year YTD: 31.26% of Actuals	Prior Year YTD: 24.10% of Actuals

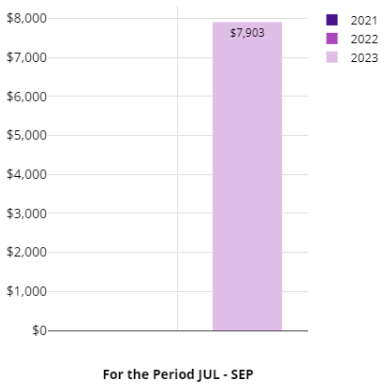


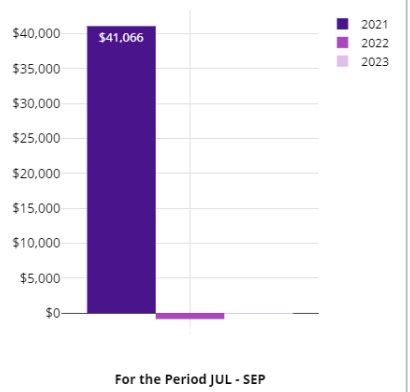


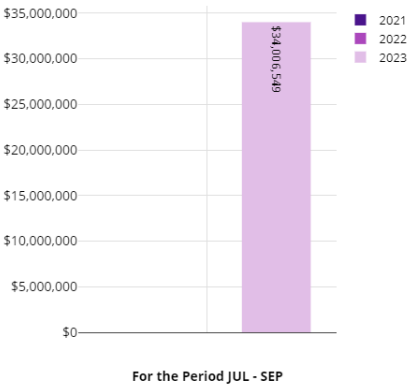












2022-2023 Reynolds SD 7 | General Fund Overview - Expense

YTD Salary and Benefits

11.79% of Budget

Prior Year YTD: 11.58% of Actuals

YTD Purchased Services

17.85% of Budget

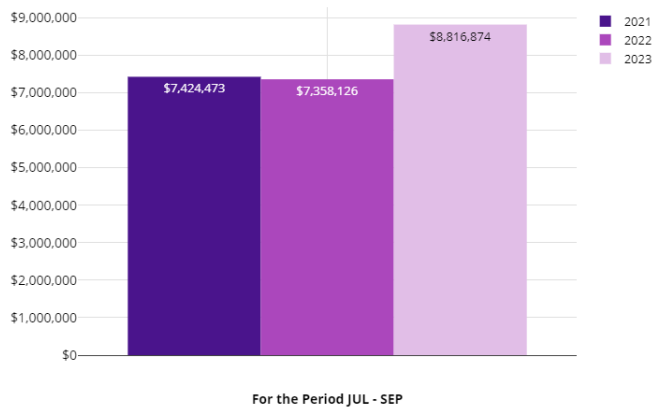
Prior Year YTD: 18.95% of Actuals

YTD Other Expenses

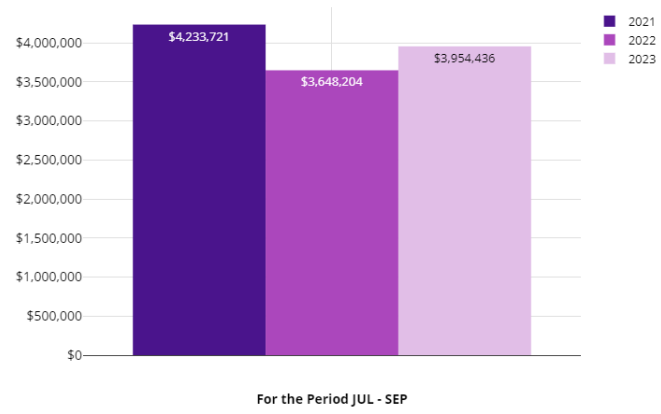
21.25% of Budget

Prior Year YTD: 29.67% of Actuals

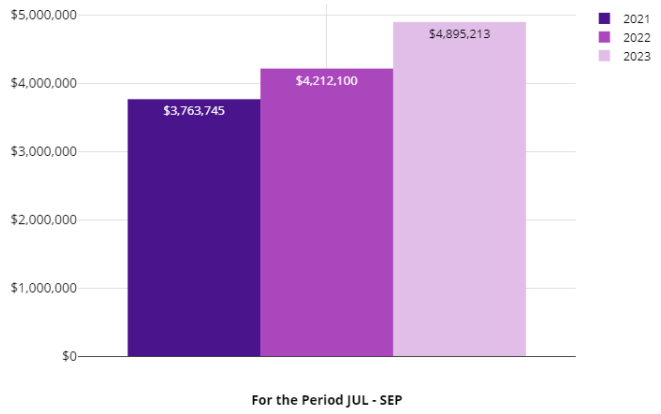
Salaries (100s)



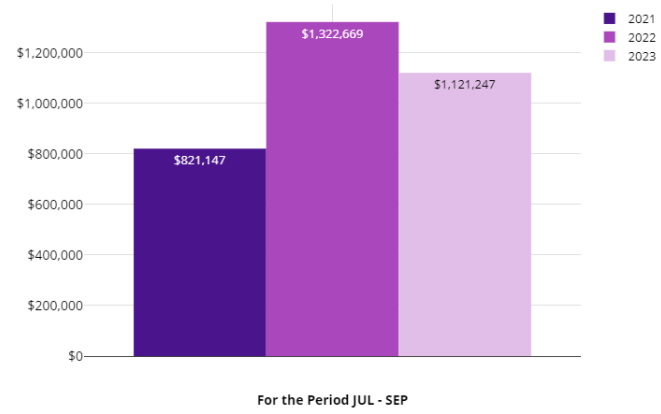
Benefits (200s)



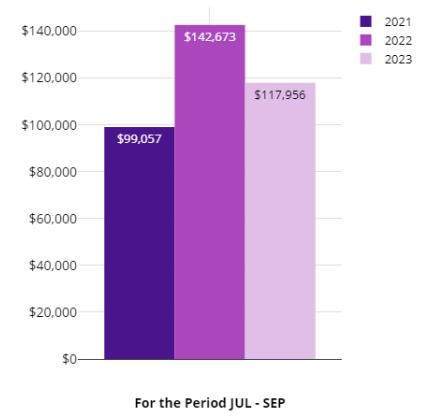
Purchased Services (300s)



Supplies (400s)

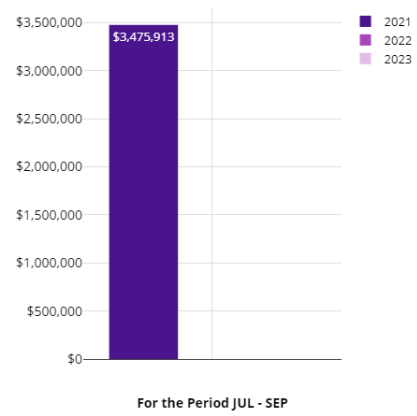


Capital Outlay (500s)



Other Objects (600s)

Transfers (700s)

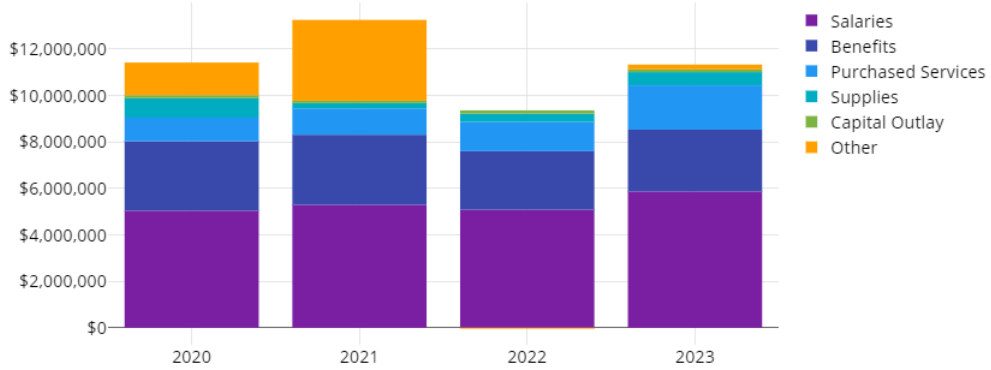


2022-2023 Reynolds SD 7 | General Fund Monthly Expenditure Overview

frontline education

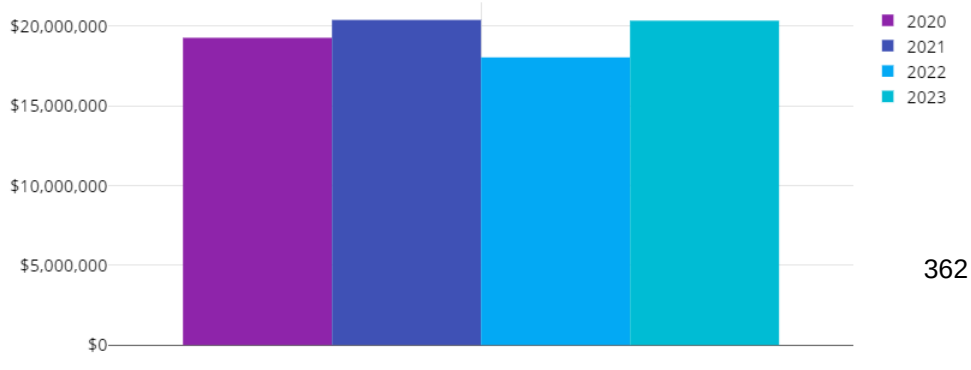
Total YTD Expenses	YTD Salaries & Benefits	YTD Purchased Services	YTD Other Expenses
$20,337,194	**$12,771,309**	**$4,895,213**	**$2,670,672**
Variance to Budget $-658,530	Variance to Budget $-550,236	Variance to Budget $-232,739	Variance to Budget $124,446
FAVORABLE	FAVORABLE	FAVORABLE	UNFAVORABLE

General Fund Historical Expenses for Current Month



For the Month Ending - SEP

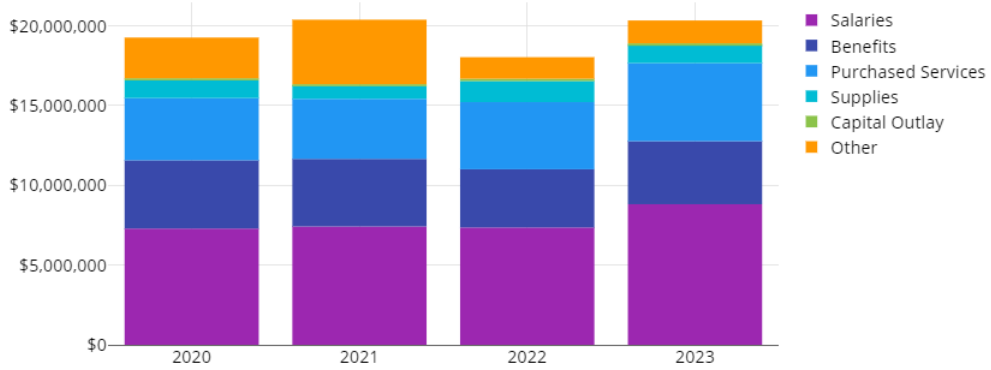
General Fund Year to Date Expenses



For the Period JUL - SEP

362

General Fund Year to Date Expenses by Object



For the Period JUL - SEP

Object Level 1	For the Period JUL - SEP			
	2020	2021	2022	2023
	YTD Amount	YTD Amount	YTD Amount	YTD Amount
Salaries	$7,291,252	$7,424,473	$7,358,126	$8,816,874
Benefits	$4,282,075	$4,233,721	$3,648,204	$3,954,436
Purchased Services	$3,896,777	$3,763,745	$4,212,100	$4,895,213
Supplies	$1,110,823	$821,147	$1,322,669	$1,121,247
Capital Outlay	$132,156	$99,057	$142,673	$117,956
Other	$2,552,754	$4,044,074	$1,351,619	$1,431,468

Enrollment Count Report 2022-2023

Elementary Enrollment By Classroom

September 23, 2022

School			Kndgtn	x	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	Total	Added FTE		Variance 2021-22 vs 2022-23	
															FTE	Grade	Projected	Diff
Alder																	*Alder*	
Dual Language Classes			24		20		22		24		21		22					
			16		16		23		22		27		26					
			16		14		21		21		25		25					
Total			**56**		**50**		**66**		**67**		**73**		**73**	**385**	**-**		**402**	**-17**
# of Classes			**3**		**3**		**3**		**3**		**3**		**3**	**18**				
Average Class Size			**18.67**		**16.67**		**22.00**		**22.33**		**24.33**		**24.33**					
Davis			16		15		14		20		21		21				*Davis*	
			16		16		14		20		22		21					
			17		16		18		18		21		21					
			16		16		13											
Total			**65**		**63**		**59**		**58**		**64**		**63**	**372**	**-**		**414**	**-42**
# of Classes			**4**		**4**		**4**		**3**		**3**		**3**	**21**				
Average Class Size			**16.25**		**15.75**		**14.75**		**19.33**		**21.33**		**21.00**					
Fairview			14		13		22		18		16		17				*Fairview*	
			15		13		22		17		17		17					
			16		12				16		17		16					
Total			**45**		**38**		**44**		**51**		**50**		**50**	**278**	**-**		**284**	**-6**
# of Classes			**3**		**3**		**2**		**3**		**3**		**3**	**17**				
Average Class Size			**15.00**		**12.67**		**22.00**		**17.00**		**16.67**		**16.67**					
Glenfair			24		19		21		18		20		23				*Glenfair*	
			24		19		21		18		21		21					
			24		20		20		18		21		22					
					19				18		20							
Total			**72**		**77**		**62**		**72**		**82**		**66**	**431**	**-**		**418**	**13**
# of Classes			**3**		**4**		**3**		**4**		**4**		**3**	**21**				
Average Class Size			**24.00**		**19.25**		**20.67**		**18.00**		**20.50**		**22.00**					
Hartley			17		18		21		22		18		21				*Hartley*	
			16		18		22		19		18		21					
			16		19		21				16		22					
Total			**49**		**55**		**64**		**41**		**52**		**64**	**325**	**-**		**396**	**-71**
# of Classes			**3**		**3**		**3**		**2**		**3**		**3**	**17**				
Average Class Size			**16.33**		**18.33**		**21.33**		**20.50**		**17.33**		**21.33**					
M Scott			15		20		19		14		17		20				*M Scott*	
			15		22		19		22		19		20					
			16		20		17		19		18		20					
Total			**46**		**62**		**55**		**55**		**54**		**60**	**332**	**-**		**396**	**-64**
# of Classes			**3**		**3**		**3**		**3**		**3**		**3**	**18**				

Average Class Size			**15.33**		**20.67**		**18.33**		**18.33**		**18.00**		**20.00**					
Salish Ponds			13		18		18		20		17		19				***Salish Ponds***	
			15		16		18		18		16		19					
			15		18		17		20		15		21					
Total			**43**		**52**		**53**		**58**		**48**		**59**	**313**	**-**		**360**	**-47**
# of Classes			**3**		**3**		**3**		**3**		**3**		**3**	**18**				
Average Class Size			**14.33**		**17.33**		**17.67**		**19.33**		**16.00**		**19.67**					
Sweetbriar			19		18		18		25		22		22				***Sweetbriar***	
			20		20		17		26		23		23					
Total			**39**		**38**		**35**		**51**		**45**		**45**	**253**	**-**		**272**	**-19**
# of Classes			**2**		**2**		**2**		**2**		**2**		**2**	**12**				
Average Class Size			**19.50**		**19.00**		**17.50**		**25.50**		**22.50**		**22.50**					
Troutdale			21		19		19		24		27		22				***Troutdale***	
			19		20		19		24		29		20					
			21		19		19						21					
Total			**61**		**58**		**57**		**48**		**56**		**63**	**343**	**-**		**352**	**-9**
# of Classes			**3**		**3**		**3**		**2**		**2**		**3**	**16**				
Average Class Size			**20.33**		**19.33**		**19.00**		**24.00**		**28.00**		**21.00**					
Wilkes			17		21		23		20		23		17				***Wilkes***	
			17		21		24		20		24		17					
			16		19		23		20		22		17					
			10		10				20				17					
Total			**60**		**71**		**70**		**80**		**69**		**68**	**418**	**-**		**419**	**-1**
# of Classes			**3.5**		**3.5**		**3**		**4**		**3**		**4**	**21**				
Average Class Size			**17.14**		**20.29**		**23.33**		**20.00**		**23.00**		**17.00**					
Woodland			21		22		16		25		21		19				***Woodland***	
			20		22		16		24		24		20					
			21		21		17		24		24		22					
Total			**62**		**65**		**49**		**73**		**69**		**61**	**379**	-		359	20
# of Classes			**3**		**3**		**3**		**3**		**3**		**3**	**18**				
Average Class Size			**20.67**		**21.67**		**16.33**		**24.33**		**23.00**		**20.33**					
Grade Totals			**598**		**629**		**614**		**654**		**662**		**672**	**3829**	-		**4072**	**-243**
Total # of Classes			**33.5**		**34.5**		**32**		**32**		**32**		**33**	**197**				
Total Average Class Size			**17.85**		**18.23**		**19.19**		**20.44**		**20.69**		**20.36**					

ACTUAL ATTENDANCE COUNT REPORT 2021-2022

Secondary Enrollment By Grade Level
September 23, 2022

School		6th Grade	7th Grade	x	8th Grade	x	9th Grade	x	10th grade	x	11th Grade	x	12th Grade	Total	Added FTE		PROJECTIONS 2021-22 Projected Projected	Diff
HB Lee MS		231	208		228									**667**			**826**	**-159**

Reynolds MS		265	277		291								**833**			**977**	**-144**
Walt Morey MS		181	197		183								**561**			**604**	**-43**
RHS + Middle College							722		637		578	539	**2476**			**2801**	**-325**
RLA							1		15		33	51	**100**			**216**	**-116**
Total		677	682		702		723		652		611	590	**4637**	-		**5424**	**-787**
Total Reynolds:													**8466**	-		**9496**	**-1030**

Comprehensive School **Targeted School** **New Classroom Pending**

Charter School Data

			1st		2nd		3rd		4th		5th		6th-8th		Added FTE	
		Kndgtn	Grade	x	Grade	x	Grade	x	Grade	x	Grade	x	Grade	Total	FTE	Grade	
Arthur Academy		26	26		25		27		26		24			**154**			**167**	**-13**
Rockwood Preparatory Academy		67	68		63		47		52		51			**348**			**295**	**53**
MLA		49	48		48		48		47		48		100	**388**			**570**	**-182**
HOLLA																		
														890	-		**1032**	**-142**
														9,356	-		**10,066**	**(710)**

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: **Consent Agenda**

Policy: Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF

Date: October 26, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

A. Approval of Personnel Order
B. Approval of Prior Meeting Minutes
C. RHS Student Leadership Field Trip to Seaside, Oregon
D. Intergovernmental Agreement: Columbia Regional Autism Services
E. Intergovernmental Agreement: Columbia Regional Services for the Visually Impaired
F. Serendipity Center Contract Renewal
G. Trillium Family Services Contract Renewal
H. Sole Source List
I. Resolution 2022-2023-008 Native American Heritage Month

Staff Recommendation:

Staff recommends the Board approve all Consent Agenda items as presented.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve all Consent Agenda items as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Reynolds School District
Board of Education Work Session

October 12, 2022
7:00 PM
Wood Village City Hall
24200 NE Halsey
Wood Village, Oregon 97060

Spencer Chao: Present, Yesenia Delgado: Present (virtually), Ana Gonzalez Muñoz: Present, Francisco Ibarra: Present, Aaron Muñoz: Present, Michael Reyes: Present, Cayle Tern: Present.

I. 6:00p - Executive Session

The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel, ORS 192.660(2)(d) Negotiations, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.

II. 7:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the October 12, 2022 Work Session to order at 7p.

A. Roll Call

B. Land Acknowledgement

- Director Cayle Tern read the Land Acknowledgement into the record.

III. 7:05p - Public to be Heard

IV. 7:20p - Superintendent Goal Performance Measures

- How were these targets decided?

A. Concerns with Metrics

B. Ideas of How to Get There / Solutions

C. Questions

D. Bargaining Group Input (how can REA/OSEA support?)

V. 7:40p - Board and Superintendent Guardrails

A. Concerns with Metrics

B. Ideas of How to Get There / Solutions

C. Questions

D. Bargaining Group Input (how can REA/OSEA support?)

VI. 8:00p - Student Outcome Goals

A. Concerns with Metrics

B. Ideas of How to Get There / Solutions

C. Questions

D. Bargaining Group Input (how can REA/OSEA support?)

VII. 8:30p - Adjourn

- Board Chair Ana Gonzalez Muñoz adjourned the October 12, 2022 Work Session at 8:42p.

Reynolds School District
Board of Education Business Meeting

September 28, 2022
7:00 PM
Wood Village City Hall
24200 NE Halsey
Wood Village, Oregon 97060

Attendance Taken at 7:01 PM. Spencer Chao: Present, Yesenia Delgado: Present, Ana Gonzalez Muñoz: Present, Francisco Ibarra: Present, Aaron Muñoz: Present, Michael Reyes: Present, Cayle Tern: Present.

I. 6:00p - Executive Session

The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel and ORS 192.660(2)(d) Negotiations. Executive Session is closed to the public.

II. 7:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the September 28, 2022 Business Meeting to order at 7:00p.

A. Roll Call

B. Consider Approval of the September 28, 2022 Agenda

I move that the Board approve the September 28, 2022 agenda as presented. This motion, made by Yesenia Delgado and seconded by Aaron Muñoz, Passed.

Yea: 7, Nay: 0

C. Pledge of Allegiance

D. Land Acknowledgement

- Vice Chair Aaron Muñoz read the land acknowledgment into the record.

III. 7:10p - Board Recognition

A. Resolution 2022-2023-003 National Principals Month

- Director Cayle Tern read resolution 2022-2023-003 into the record.

B. Resolution 2022-2023-004 Indigenous Peoples' Day

- Director Yesenia Delgado read resolution 2022-2023-004 into the record.

C. Resolution 2022-2023-005 National Bullying Prevention Month and National Coming Out Day

- Director Michael Reyes read resolution 2022-2023-005 into the record.

D. Resolution 2022-2023-006 National School Lunch Week

- Director Spencer Chao read resolution 2022-2023-006 into the record.

E. Resolution 2022-2023-007 National School Custodian Day

- Director Francisco Ibarra read resolution 2022-2023-007 into the record.

IV. 7:25p - Public to be Heard

Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.

V. 7:45p - Bargaining Group Updates

VI. 8:00p - Presentation to the Board

A. Reynolds High School Student Health Center - Multnomah County Health Department

B. 2022 Summer School Review - Dan Kimbrow

C. Oregon Statewide Assessment System (OSAS) and ELPA Final Results - Dr. Koreen Barreras-Brown and Rachel Aazzerah

VII. 8:25p - Superintendent's Reports

A. Announcements/Reports - Dr. Danna Diaz

B. Communications Report - Stephanie Field and Dr. Sara Hahn-Huston

C. Financial Report - Anthony Lebron

D. Enrollment Report - Anthony Lebron

VIII. 8:50p - Consent Agenda

I move that the Board approve all Consent Agenda items as presented. This motion, made by Yesenia Delgado and seconded by Francisco Ibarra, Passed.

Yea: 7, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. ODE Education Staff Retention and Recruitment Grant

D. Policy Updates: Section J and ECACA

E. E-Rate Wi-fi Contact with CDW-G and Station Cabling Contract with IES Communications

F. Oregon Department of Human Services Intergovernmental Agreement

G. Multnomah County Intergovernmental Agreement for Dental Services

H. Intergovernmental Agreement with the Tax Supervising and Conservation Commission

I. Resolutions

i. Resolution 2022-2023-003 National Principals Month

ii. Resolution 2022-2023-004 Indigenous Peoples' Day

iii. Resolution 2022-2023-005 National Bullying Prevention Month and National Coming Out Day

iv. Resolution 2022-2023-006 National School Lunch Week

v. Resolution 2022-2023-007 National School Custodian Day

J. RLA: Phoenix Program Overnight Trips to Camp Collins

K. RLA: Multnomah Youth Cooperative Trip to Silver Falls

IX. 8:55p - Action Items

A. Authorization to Spend: Wright Security

- Have we considered adding Four Corners to the proposal?
  - We are currently looking at the possibility of adding a campus monitor, increasing/improving lighting, possibly fencing the parking lot, etc.
- Have we considered other options to SRDs and security, like utilizing restorative justice or similar practices?

I move that the Board authorize the expense of more than $500,000 for security services with Wright Security through June 30, 2024. This motion, made by Aaron Muñoz and seconded by Cayle Tern, Passed.

Yea: 7, Nay: 0

B. Equity Committee Applications

- Is there a timeline for when the second round of committee members will be brought forward?
    - We are aiming for November
- How many people are we looking to have on the committee?
- Can the Board wait and see the entire list before approving any members?
- Share application sample and language that was sent out.

I move to postpone this agenda item to a future meeting. This motion, made by Spencer Chao and seconded by Michael Reyes, Passed.

Yea: 7, Nay: 0

C. Superintendent Goal Performance Measures and Guardrail Smart Goals

I move that the Board approve the Superintendent Goal Performance Measures and Guardrail SMART Goals as presented. This motion, made by Aaron Muñoz and seconded by Cayle Tern, Passed.

Yea: 7, Nay: 0

X. 9:15p - Board Reports / Discussion

A. Individual Board Members - Announcements and Reports

B. Upcoming Board Meetings

XI. 9:30p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the September 28, 2022 Business Meeting at 9:59p.

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Sara Hahn-Huston, Executive Director of Schools

Prepared by: Elizabeth Pomykala, Admin Assistant to the Executive Director of Schools

Subject: **The Oregon Association of Students Councils**

Policy: Field Trips and Special Events- IICA

Date: October 26, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☒ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:

In an effort to provide an extended learning opportunity for some of our student leaders at Reynolds High School, the administration would like to recommend that students attend The Oregon Association of Students Councils conference field trip to Seaside, Oregon. While there, students will gain valuable information and leadership skills to strengthen their school and its culture. The group is planning to depart on November 6th. The students will be staying at the Seaside Inn for one night and they will be returning on Monday, November 7th. The Reynolds High School students will gain valuable leadership skills and they will have the opportunity to learn about service projects for their school. The students will be able to apply these newly learned skills in the student government activities and during their leadership class.

Previous Board Action:

This trip is similar to prior Reynolds High School Leadership field trips students have previously participated in, which have been approved by the board.

Background:

This trip has been operated and approved by the RSD Board for the last ten years. The students who go on this trip are selected through an essay application process. This trip provides students with the opportunity to hear nationally renowned motivational speakers, network, and develop skills with professionals within the Oregon Association of Student Council.

Financial Implications:
The estimated cost for this trip is $3000-$5000, depending on the number of students who apply. The funding has been secured through the ASB general account.

Alternatives:
Not Applicable

Staff Recommendation:
Reynolds High School administration recommends approval of this trip as presented.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the OASC trip for Reynolds High School students as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Reset Form | Save a Copy | Print Form

REYNOLDS SCHOOL DISTRICT FIELD TRIP REQUEST

Trip Date: 11/6-11/7

Reason For Trip: OASC Leadership Confernece

Trip Type: Reimbursable

Reimbursable trips are an extension of the classroom (a lesson plan MUST be attached to the the Field Trip Request) and will be billed at 30%. Non-reimbursable trips are; athletic trips, competition drama, music, etc, traveling beyond 100 miles from the Oregon border, summer school transportation and any other trip that is not an extension of the classroom, will be billed at 100%.

Origination From (School Name): RHS | Departure Date: 11/6/2022 | Return Date: 11/7/2022

Departure Time From Origination Site: ~~7am~~ 8am | Arrival Time At Destination: ~~9am~~ 10:00am | Departure Time From Destination: ~~TBD~~ 11:45am

Where should the buses load at the Originating School: RHS Main Doors

Allowable Field Trip Hours: 8:30am-2:00pm. On Late Start Days Hours Are: 9:40am-2:00pm

Destination: Seaside, OR

Destination Address: 415 1st Ave, Seaside, OR 97138

# of Adult Males: | # of Adult Females: 2 | # of Students: 16 | Grade Level: 9-12 | # of Wheelchairs:

# of Vehicles (Buses): 1

Vehicle Capacity: 77 Elementary students (3 students per seat); 65 Middle School students (2.3 per seat); 52 High School students (2 per seat) - ***WE TRY TO KEEP MAXIMUM BUS CAPACITY TO 50-52 PEOPLE PER BUS***

Will you need a bus with under storage? Yes

Contact (Teacher's Name): Bailey Kasler | Contact Phone Number(Teacher's Cell Phone #): 971-285-7830

Payment Information: ASB | Budget #:

Grant Name & Number:

Outside Source (Contact Person, Billing Address & Phone #:

Is the outside payment source, providing a service as a partnership to us:

You are responsible for lodging and meals for Reynolds and/or Charter company driver(s).

Before you schedule your field trip please review the Reynolds School District Policy here, to determine if school board approval is required.
If Reynolds School Board approval is required, please attach the approved RSD Board Meeting Minutes.

☒ I (the teacher) understands and have reviewed the bus rules with my students. ***Be sure to review attached web links***

http://policy.osba.org/reynolds/e/eeacc%20g1.pdf http://arcweb.sos.state.or.us/pages/rules/oars_500/oar_581/581_053.html

Teacher's Signature: Bailey Kasler | Date: 9/26/22

Administrator's Approval: | Date: 9/26/22

Reynolds School District
INITIAL REQUEST FOR STUDENT TRAVEL OVER 100 MILES ROUND TRIP

Name of Group: Reynolds Student Government School: Reynolds H.S.

Note: This initial request must be submitted and approved 30 days before any commitment can be made or before any money-making activities can be started.

Date Request Submitted: 9/26/22 Date(s) of Activity: * 11/6/22 - 11/7/22

If sufficient space is not available on this form, supporting data should be attached.

1. Purpose of the trip. (Complete related section on the next page.)
   OASC Leadership Conference
2. List staff member(s) responsible for students. List all other supervisors on trip.
   Bailey Kasler + Shannon McCarl
3. School equipment to be used:
   N/A
4. Lodging:
   ~~Riverside Suites Hotel~~ Seaside Inn
5. Will Student Travel Insurance be obtained? _____ Yes X No
6. Estimated number of students: 12-16 Number of supervisors: 2
7. Parent permission slip on file: _____ Yes X No - pending approval
8. Person or persons initiating request: Bailey Kasler Date: 9/26/22
9. Principal approval: [signature] Date: 9/26/22

Decision: Preliminary approval to continue with planning _____ Yes _____ No

If denied, reason _____

_____

District Activities Coordinator Date

Final Approval _____ Yes _____ No

_____ _____
District Activities Coordinator Date

Reynolds School District
PURPOSE OF TRIP

1. List itinerary.
see attached
11/6: 7am depart RHS
9am arrive at seaside - stop at hotel

2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?
OASC Fall Conference
The objective is for our student leaders to gain valuable leadership skills, learn about service projects for our school - and get new ideas for school activities & events

3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?
students will hear from guest speakers, participate in breakout groups, meet w/ student leaders from other schools to learn about other leadership strategies, events & programs

4. What effect does the trip have on other classes or programs?
This has a positive impact on the entire high school as these ideas will come back to campus to be applied in the student government & leadership class.

5. Estimated cost of trip $ 4,092. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)
This is the high side if we take 16 students.
ASB funding.

6. Describe methods of transportation. List names of drivers, types of automobiles, and whether a Type 10/20 license will be required for drivers (see Policy EEAE).
We would like to have a school bus take us.

7. Describe supervision plans to ensure maximum safety for students.
- Chaperones will supervise students while they are at the conference, and while they are on the bus/ hotel. Chaperones will enforce a curfew and perform room checks.
- students will be in pairs of 2 while at the conference so they are not left alone.

OASC Schedule

11/6/22

8:00am: Depart RHS for Seaside, OR

10:30am: Arrive at Seaside, OR

10:30-11:00am: Check in to conference

11:00am-12:00pm: Lunch at Subway

12:00-1:00pm Back to conference for ice breakers

1:00 – 2:30 p.m. Opening General Session with Sabrina Thompson

2:30 – 3:00 p.m. BREAK: Exhibits / Icebreakers / Networking- students remain on conference campus- we will meet for a snack

2:30 – 3:00 p.m. BREAK: Adviser Meeting General Session SEC Presidential Speeches

4:00 – 6:00 p.m. Dinner at Tom's Fish & Chips

6:00 – 9:00 p.m. Workshops / Idea Shares

9:00 – 10:30 p.m. Dance & Activities Adviser Hospitality 10:30 p.m. End of Day One!

10:30-10:45pm: Depart for hotel

11:00pm: Back at hotel and lights out.

11/7/22

8:00-8:10: Depart hotel and leave for conference

8:00 – 8:50 a.m. Complimentary Breakfast at conference

9:00 – 10:40 a.m. 11:00 a.m. Closing General Session with Jarom Smith ADJOURN

11:00am: Depart Conference

11:15am: Stop for lunch at McDonalds

11:45: Depart Seaside

1:30: Arrive back ar Reynolds High School

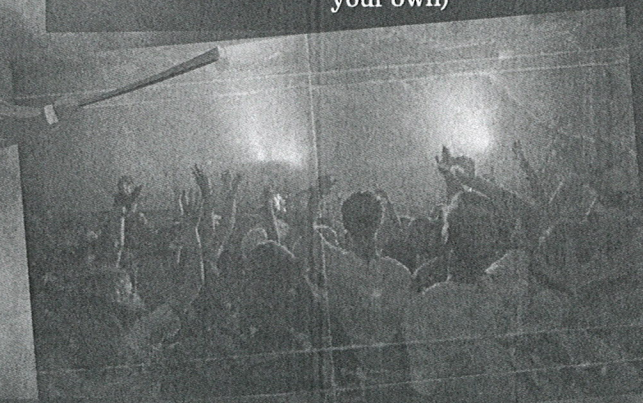
CONFERENCE SCHEDULE

Sunday, November 6th, 2022

10:30 a.m.– 12:30 p.m.	Registration
10:30 a.m.– 12:55 p.m.	Exhibits / Icebreakers / Networking
1:00 – 2:30 p.m.	Opening General Session with **Sabrina Thompson**
2:30 – 3:00 p.m.	**BREAK:** Exhibits / Icebreakers / Networking
2:30 – 3:00 p.m.	**BREAK:** Adviser Meeting
3:00 – 4:00 p.m.	General Session SEC Presidential Speeches
4:00 – 6:00 p.m.	**Dinner** (On your own)
6:00 – 9:00 p.m.	Workshops / Idea Shares
9:00 – 10:30 p.m.	Dance & Activities
9:00 – 10:30 p.m.	Adviser Hospitality
10:30 p.m.	**End of Day One!**

Monday, November 7th, 2022

8:00 – 8:50 a.m.	Complimentary Breakfast
9:00 – 10:40 a.m.	Closing General Session with **Jarom Smith**
10:40 – 11:00 a.m.	SEC Election Results
11:00 a.m.	**ADJOURN** / Lunch (On your own)



REGISTRATION

$110 per person*
*Member rate if registered after Oct. 7th

$100 per person for early bird Member Schools before Oct. 7th

Pre-Conference | $25 per person

All forms & registration can be found at OASC.org
Registration Closes October 17th

Seating for Sunday general sessions will be reserved for Student Council Recognition Award winners.

All other seating on Sunday will be first come first serve. Monday seating is first come first serve.

ADVISER RESPONSIBILITIES

- Photocopy the participant commitment form. Give one to each student to have signed–turn in at registration.
- Submit a master list online and bring a copy to turn in at registration.
- During the conference you must be "on-site": be visible and checking to be sure that your students are attending sessions, workshops, and all OASC events for the weekend.
- Assume responsibility for your students when they are not "on-site".
- Support OASC and our efforts by supporting our values, safety measures, and event rules while remaining courteous to conference, school, and center staff.

Contact Miles Palacios with Questions

miles@oasc.org | (503) 480-7206

Reynolds School District

STUDENT CONTRACT: FIELD TRIPS AND AWAY-FROM-SCHOOL ACTIVITIES

To: Student and Parent(s)

The Reynolds School District is proud of its students and is confident that in most circumstances student conduct on field trips and away-from-school activities will be reasonable and prudent. However, in the event that a student chooses not to abide by the rules established by the adult(s) in charge, he/she should be aware of the consequences. The student should fill in the information requested below and sign the contract. If the student is under 18 years of age, his/her parent should also sign.

Student Name: _____

School: Reynolds High School

Description of field trip/activity: OASC Fall Conference

Location/Destination: Seaside, Oregon

Date(s) of field trip/activity: Nov. 6-7, 2022

Name(s) of person in charge of field trip/activity: Bailey Kasler

I understand that the above named trip is an official school activity and that all rules and regulations applying in the Reynolds School District are in effect. Among these rules are the following:

1. All directions and guidelines established by the adult(s) in charge will be followed;
2. There will be no use of alcoholic beverages or other drugs at any time;
3. There will be no smoking while on the bus or van;
4. All established time schedules will be followed;
5. Reasonable and proper behavior will be maintained at all times during the trip.

I recognize that in the case of serious violation of the rules, that my parent(s) will be called collect and that I will be sent at home at their expense.

_____ _____

Student Signature Date

_____ _____

Parent Signature Date

(Complete student health history on next page.)

Reynolds School District
HEALTH HISTORY FOR SCHOOL FIELD TRIPS

Student Name: _____
Birth Date: _____
Address: _____
Home Telephone: _____
Parent/Guardian Name: _____
Home Telephone: _____
Work Telephone: _____
Parent/Guardian Name: _____
Home Telephone: _____
Work Telephone: _____

Person to be called in case of emergency if parent/guardian cannot be reached:

Name: _____
Relationship: _____
Telephone: _____
Physician: _____
Telephone: _____
Last Tetanus Shot: _____

Please list any allergies (bee sting, medications, etc.) or illness that the school should be aware of:
Medications student is currently taking:

Any special information/instructions concerning medication:

I hereby give my permission for non-prescription medication (for example, aspirin) to be given to my child if deemed advisable by designated school personnel. In case of surgical emergency, I hereby give permission to the physician selected by the school director, or in his/her absence, his/her designee, to hospitalize, secure treatment for and to order injections, anesthesia or surgery for my child as named above.

Any directions to the contrary should be specified on the reverse side of this form and signed.
Activity:

_____ _____
Parent/Guardian Signature Date

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To:	Board of Directors
From:	Dr. Christopher Ortiz, Deputy Superintendent
Prepared by:	Debra Miller, Interim Director of Special Education
Subject:	**Intergovernmental Agreement (IGA) Columbia Regional Autism Services**
Policy:	Special Education – Free Appropriate Public Education – IGBAJ
Date:	October 26, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
Intergovernmental Agreement (IGA) between Reynolds School District and the Portland Public Schools on behalf of the Columbia Regional Program.

Columbia Regional's Autism Services provides professional development, technical assistance, and consultation to the Reynolds School District for students who are eligible under Autism Spectrum Disorder.

The previous contract covered services from July 1st, 2021 through June 30th, 2022.

The proposed IGA covers services from July 1st, 2022 through June 30th, 2023.

Staff is requesting Board authorization to enter into an Intergovernmental Agreement (IGA) with the Portland Public Schools on behalf of the Columbia Regional Program, for Autism Services for eligible Reynolds School District students through June 30th, 2023.

The total calculated cost for the proposed agreement is $249,700.

Previous Board Action:
The Board previously authorized an IGA with Portland Public Schools on behalf of Columbia Regional Program for Autism Services in October 2021.

Background:
Columbia Regional Program has historically provided Autism services to the Reynolds School District. These services have included providing professional development, technical assistance, and/or consultation for District staff to support students eligible under Autism Spectrum Disorder.

Financial Implications:
The 2022-23 Budget includes allocation of Autism Services. Total calculated for the proposed agreement is $249,700.

Alternatives:
Currently, Reynolds School District students served under this IGA require a level of support only Columbia Regional Program can provide at the present time.

Staff Recommendation:
Staff recommends that the Board authorize the District to enter into an IGA with Portland Public on behalf of the Columbia Regional Program for Autism Services.

Motion:

A. Motion Made by Board Member:
    a. I move that Board authorize the District to enter into an IGA with Portland Public Schools on behalf of the Columbia Regional Program.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

INTERGOVERNMENTAL AGREEMENT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS) on behalf of COLUMBIA REGIONAL INCLUSIVE SERVICES
and
REYNOLDS SCHOOL DISTRICT

Contract No. IGA_____

THIS IGA SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Intergovernmental Agreement ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") on behalf of Columbia Regional Inclusive Services ("Columbia") and Reynolds School District ("Agency") pursuant to authority granted in ORS Chapter 190. District and Agency agree as follows:

AGENCY DATA

Agency Name: Reynolds School District
Agency Contact Person: Deb Miller
Address: 1204 NE 201st Ave
City, State, ZIP: Fairview, OR 97024
Telephone: 503-661-7200 x 3216
Email: dgmiller@rsd7.net

District Point of Contact: Darthea Park (*dpark@pps.net*), Columbia Regional Inclusive Services, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on July 1, 2022. Unless earlier terminated as provided below, this Contract shall continue through June 30, 2023.

2. **Early Termination.** Unless otherwise specified herein, this Contract may be terminated as follows:

   a. Mutual: District and Agency may terminate this Contract at any time by their written agreement.

   b. Unilateral: Either party may terminate this Contract upon providing 30 days' written notice to the other party.

3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

   Exhibit A (Statement of Work)
   Exhibit B (Budget)

4. **Statement of Work.** Agency shall perform the work described in Exhibit A (Statement of Work).

5. **Maximum Total Payment; Invoices.** The District will make no payment until this Contract is fully executed by the authorized representatives of both parties. District shall pay Agency up to a maximum total payment, including all expenses whatsoever, of $249,700 for services provided by Agency. Agency shall invoice Columbia upon work completion and submit invoices to the person and address below:

   Darthea Park (dpark@pps.net)
   Columbia Regional Inclusive Services
   833 NE 74th Ave.
   Portland, Ore. 97213

   Upon work completion and Columbia acceptance, District invoice approval, and in accordance with these Terms and Conditions, District shall pay Agency net 30 days.

6. **Independent Contractor Status.** By its signature on this contract, Agency certifies that the service or services to be performed under this Contract are those of an independent agency as defined in ORS 670.600, and that Agency is solely responsible for the work performed under this Contract. Agency represents and warrants that Agency, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Agency shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

7. **Subcontracts; Assignment.** Neither party may subcontract, assign, or transfer (collectively, "Subcontract") any part of this Contract without the prior written consent of the other party. If consent to a Subcontract is properly given, then in addition to any other provisions of this Contract, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Contract that would otherwise bind the party to whom consent was given. The parties agree that any such Subcontracts shall have no binding effect on the consenting party to this Contract.

8. **Access to Records.** Each party shall have access to the books, documents, and other records of the other party (electronic or otherwise) that are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.

9. **Ownership of Work.** Agency agrees that all work products created or developed for District by Agency pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Agency's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Agency hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Agency provided to District by Agency in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.* If this Contract is terminated by either party or by default, then in addition to any other rights provided by this Contract, District may require Agency to transfer and deliver such partially completed reports or other documentation that the Agency has specifically developed or specifically acquired for the performance of this Contract.

10. **Criminal Background Check.** Agency authorizes District to obtain information about Agency and Agency's history and to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Agency that will have unsupervised contact with students. Agency also agrees to cause Agency's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Agency shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Agency under this Contract, unless Agency elects to pay such fees directly.

11. **Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Except in very specific circumstances, Agency shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Agency is not to re-disclose information without prior written notification to and written permission of Portland Public Schools. If Portland Public Schools grants permission, Agency is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Agency in the performance of this Contract must be used only for the purposes identified in this Contract.

12. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

13. Mutual Indemnification. Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency shall indemnify and defend District from and against all liability, loss, and costs arising out of or resulting from the acts of Agency, its officers, employees, and agents in the performance of this Contract.

Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District shall indemnify and defend Agency from and against all liability, loss, and costs arising out of or resulting from the acts of District, its officers, employees, and agents in the performance of this Contract.

14. Insurance.

☐ Agency and District are self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. The parties represent and warrant that they have and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, Agency is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon.

OR

☒ At all times while providing services under this Contract, Agency shall maintain in force at Agency's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.

b. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.

c. General Liability. Agency shall maintain general liability insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage.

d. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency's coverage shall be primary in the event of loss.

f. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Agency's services provided under this Contract. The certificate must specify an additional insured endorsement, and Agency shall attach a copy of the endorsement to the certificate. If requested by District, Agency shall also provide complete copies of insurance policies to District.

15. Controlling Law; Venue. Any dispute under this Contract or related to this Contract shall be governed by Oregon law, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

16. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

17. Waiver; Severability. Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

18. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

19. Entire Agreement. When signed by the authorized representatives of both parties, this Contract and its attached exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

AGENCY

Signature

Printed Name and Title

Date

RSD Legal Review: 9/10/2022
Account Code:

DISTRICT

Emily Courtnage
Director, Purchasing & Contracting

Date

COLUMBIA REGIONAL CONTACT:

Darthea Park
Columbia Regional Inclusive Services
833 NE 74th Avenue
Portland, Or 97213
503.916.5570

TIN: 93-6000830

Exhibit A

Autism Services Statement of Work

Columbia Regional Inclusive Services and District will partner to deliver the following regional services to eligible individuals with Autism Spectrum Disorder:

I. Program Modifications/Supports for School Personnel

Columbia Regional Inclusive Services (CRIS) shall provide one or more of the following services:

Develop a calendar for professional development, coaching, technical assistance, and identify for districts and EI/ECSE service providers the participation levels for each. Assistance options for these shall include one or more of the following options:

a) Instructional assistant training through a series of one or more sessions;

b) Intensive professional development and technical assistance through a series of sessions, and follow-up to support implementation as determined by contractor and based on requests or needs identified by the school district;

c) Professional development and technical assistance via one or more sessions on identified topics as determined by contractor and based on requests or needs identified by the school district;

d) Professional development and technical assistance of evaluation to determine eligibility via one or more sessions;

e) Workshops conducted by experts in the field;

f) Intensive program development technical assistance (i.e. EI/ECSE Program, middle/high/transition program, elementary program) through a series of sessions and follow-up;

g) Professional development and technical assistance on communication systems development and implementation through a series of sessions and follow-up;

h) Professional development and technical assistance on intensive behavior support through a series of sessions and follow-up;

i) Intensive technical assistance and coaching imbedded within a specific program or classroom over a series of sessions and follow-up, or one-time session;

j) Facilitating a team in the Autism Self-Assessment and Development of Program tool over a series of sessions or one time session;

k) Technical assistance or professional development in Team Facilitation in conducting the Autism Self-Assessment and Development Program over a series of sessions or one time session;

l) Provision of New Autism Specialist or Consultant professional development through a series of sessions.

II. Supplementary Aides and Services

Columbia Regional Inclusive Services and District shall provide one or more of the following services:

a) Consultant in IEP or other meetings;

b) Consultation for specific student programming in: provision of curriculum accommodations, behavior support plans individualized schedules customized materials, communication system development;

c) Provision of parent training via one or multiple sessions.

Columbia Regional Inclusive Services and District may provide one or more of the following services:

a) Serve on school district or EI/ECSE evaluation teams, created in accordance with OAR 581-015-2550, to determine eligibility for special education and related services, early intervention, early childhood special education services, and Regional Services.

b) Serve on Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP) teams, as those terms are defined in OARs 581-015-2210 and 581-015-2825.

District will complete the following contractual agreements:

- Notify CRIS/PPS if indirect will be assessed and if so the amount. Indirect is subtracted from the total amount of the contract;
- Submit quarterly invoices that include financial documentation (expenditure reports, payroll documents, etc.);
- The final invoice must be submitted by July 20, 2023;
- Each child/student who is regionally eligible for ASD will have a signed referral form for Columbia Regional Inclusive Services kept in their district file;
- Students eligible for regional services will be reported on the December 1, 2022 census as regionally eligible.

EXHIBIT B

Reynolds School District

2022-23 Autism Services

Object Code	Account Title	2022-23 Proposed Budget
110	Salaries	**$**
121	Substitutes	**$**
130	Additional Pay	**$**
210	PERS Employer contribution	**$**
220	Social Security Administration	**$**
231	Workers' Compensation	**$**
232	Unemployment Compensation	**$**
240	Employee Benefits	**$**
	Sub-total (Salaries)	**$**
341	Travel: Within District	**$**
342	Travel: Outside District	**$**
345	Travel: Professional Development	**$**
351	Telephone charges	**$**
410	Supplies and Materials	**$**
	Sub-total (Costs)	**$**
690	Grant indirect charges	**$**
	Total (Salaries + Costs + Grant Indirect Charges)	**$ $249,700**

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Debra Miller, Director of Special Education

Subject: **Intergovernmental Agreement (IGA) – Portland Public Schools, Columbia Regional for the Visually Impaired**

Policy: Section 504 – Students – JBAA

Date: October 26, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
Intergovernmental Agreement (IGA) between the District and Portland Public School (PPS} on behalf of Columbia Regional Program

Columbia Regional Programs provides fee for service paraeducators to support students who are visually impaired. Under the direction of a certified Teacher of the Visually Impaired, the paraeducator implements individualized instructional and behavioral programs with students, as prepared by a Teacher of the Visually Impaired and/or general education teacher, according to each student's Individualized Education Program. These paraeducators must have experience with Unified English Braille, Nemeth, and assistive technology specific for individuals with vision loss.

The proposed IGA Agreement runs from August 1, 2022 through June 30th, 2023.

Previous Board Action:
The Board previously approved this agreement in July 2021, which expired June 30th, 2022.

Background:
During the 2021-22 school year, the District did not enter into an agreement with Columbia Regional for paraeducators to support students who are visually impaired. Due to school closure in 2020-21, the District did not enter into an agreement with Columbia Regional for

paraeducators to support students who are visually impaired. During the 2019-20 school year, two paraeducators were assigned as 1:1 support for two students with visual impairments in the District. The proposed IGA has been reviewed and approved by the District's legal counsel.

Financial Implications:
The 2022-23 Budget includes allocation of funds for paraeducator services for student who are visually impaired and require additional adult support.

Total calculated cost for the proposed agreement is $64,200.

Alternatives:
Currently, Reynolds School District students served under this IGA require a level of support only Columbia Regional Program can provide at this time.

Staff Recommendation:
Staff recommends that the Board authorize the District to enter into the IGA with Portland Public Schools on behalf of the Columbia Regional Program for services provided by paraeducators to support students who are visually impaired.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board authorize the District to enter into an IGA with Portland Public Schools on behalf of the Columbia Regional Program for services provided by paraeducators to support students who are visually impaired.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

INTERGOVERNMENTAL AGREEMENT / REVENUE
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON (PORTLAND PUBLIC SCHOOLS)
on behalf of COLUMBIA REGIONAL INCLUSIVE SERVICES
and
REYNOLDS SCHOOL DISTRICT

Contract No. IGA/R_____

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Intergovernmental Agreement ("Contract") is between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") on behalf of Columbia Regional Inclusive Services and Reynolds School District ("Agency") pursuant to authority in ORS Chapter 190. District and Agency agree as follows:

AGENCY DATA

Agency Name: Reynolds School District
Agency Contact Person: Deb Miller
Address: 1201 NE 201st Ave
City, State, ZIP: Fairview, OR 97024-2499
Telephone: 503-661-7200
Email: dgmiller@rsd7.net

District Point of Contact: Melissa Phillips (*mphillip@pps.net*), Columbia Regional Inclusive Services, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on August 1, 2022. Unless earlier terminated as provided below, this Contract shall continue through June 30, 2023.

2. **Early Termination.** Unless otherwise specified herein, this Contract may be terminated as follows:

   a. Mutual: District and Agency may terminate this Contract at any time by their written agreement.

   b. Unilateral: Either party may terminate this Contract upon providing 60 days' written notice to the other party.

3. **Contract Documents.** This Contract consists of

   a. ☐ these Terms and Conditions only.

   OR

   b. ☒ these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

   Exhibit A (Statement of Work) (Only if box 3.b checked)

   Exhibit B (Paraeducator Job Description)

   Exhibit C (Federal Terms and Conditions)

4. **Statement of Work.** District shall perform the work described in Exhibit A.

5. **Maximum Total Payment; Invoices.** No payment shall be made until this Contract is fully executed by the authorized representatives of both parties. Agency shall pay District up to a maximum total payment, including all expenses whatsoever, of **$64,200.00** for District services detailed in Exhibit A. District shall send invoices to the Agency Contact Person listed above. Upon work completion, work acceptance,

invoice approval, and according to these Terms and Conditions, Agency shall pay District net 30 days.

6. **Independent Contractor Status.** By its signature on this contract, Agency certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Agency is solely responsible for the work performed under this Contract. Agency represents and warrants that Agency, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Agency shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

7. **Subcontracts; Assignment.** Neither party shall subcontract or assign any part of this Contract without the written consent of the other party.

8. **Records Maintenance; Access to Records.** Both parties shall retain and keep accessible all financial records, books, documents, papers, plans, records of shipments and payments and writings (collectively, "Documents") for a minimum of six years, or any longer period that may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Each party shall have access to the Documents whether in paper, electronic, or other form of the other party, which are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.

9. **Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Except in very specific circumstances, Agency shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Agency is not to re-disclose information without prior written notification to and written permission of Portland Public Schools. If Portland Public Schools grants permission, Agency is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Agency in the performance of this Contract must be used only for the purposes identified in this Contract.

10. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts, licensures, business registrations, and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

11. **Mutual Indemnification.** Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District agrees that it shall indemnify and hold harmless Agency against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Agency may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Columbia or District's agents, employees, or assigns, in the execution or performance of this Contract.

    Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency agrees that it shall indemnify and hold harmless Columbia and District against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Columbia or District may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Agency, Agency's agents, employees, or assigns, in the execution or performance of this Contract.

12. **Insurance.** District is self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. District represents and warrants that it has and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, District is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon. If providing any services under this Contract, then at all times Agency shall maintain in force at Agency's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.

b. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.

c. General Liability. Agency shall maintain general liability insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage.

d. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency's coverage shall be primary in the event of loss.

f. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Agency's services provided under this Contract. The certificate must specify an additional insured endorsement, and Agency shall attach a copy of the endorsement to the certificate. If requested by District, Agency shall also provide complete copies of insurance policies to District.

13. **Controlling Law; Venue.** The parties agree that that Oregon law will govern any dispute under this Contract or related to this Contract, and that they will conduct any litigation arising out of this Contract in courts located in Multnomah County, Oregon.

14. **Amendments; Renewal.** Any amendments, consents to, or waivers of the provisions of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

15. **Waiver; Severability.** Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

16. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

17. **Entire Agreement.** When signed by the authorized representatives of both parties, this Contract and its attached Exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS CONTRACT, INCLUDING ITS EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

AGENCY

_____
Signature

_____
Printed Name and Title

_____
Date

DISTRICT

_____
Emily Courtnage
Director, Purchasing & Contracting

_____
Date

COLUMBIA REGIONAL CONTACT:

Melissa Phillips
Columbia Regional Inclusive Services
833 NE 74th Avenue
Portland, Or 97213
503.916.5570

TIN: 93-6000830

EXHIBIT A
STATEMENT OF WORK AND PAYMENT

DUTIES

1. **Columbia Regional Program (Columbia) shall**

   A. Provide regionally eligible **SCHOOL-AGE** children who are blind or visually impaired;

   The following on a fee for service basis; Paraeducator
   1) Paraprofessional with specific knowledge and skills to support blind or visually impaired students. Skills include knowledge of Braille, both literary and Nemeth, the expanded core curriculum, assistive technology, and accommodations and modifications to access the general education curriculum.
   2) Provide supervision and professional development for para educator

   B. Include provision for substitute:

      1) Paraprofessional

   C. Provide limited supplies specific for accommodations and modifications for student(s).

2. **Agency shall**

   A. Provide Columbia with information reasonable available to it on students including eligibility information and the Individual Educational Plan documenting the need for para education support.

   B. Communication regarding absences of the student(s) and/or changes in the placement or IEP.

PAYMENT and INVOICES

1. Payment under this Contract is based upon anticipated services requested by Agency for August 1, 2022 through June 30, 2023. The maximum total payment noted in Section 5 of the Terms and Conditions is subject to enrollment fluctuations and service adjustments as agreed upon by both parties. The maximum total payment is not limited to, or by, these estimates and shall be paid on a per-student service request basis

2. Agency has requested the following services with associated billing rates based on the following annual fee(s)

   $64,200 for Columbia Regional Paraeducator to support student in general education and district placements. (Actual rate may be less, will be based on the actual salary and benefits of para educator and assigned).

3. Upon work completion, Columbia shall submit detailed invoices to District on the following quarterly schedule:

   - November 2022: For personnel August 30, 2022 through November 3, 2022
   - February 2023: For personnel November 4, 2022 through January 26, 2023
   - April 2023: For personnel January 27, 2023 through April 6, 2023
   - June 30, 2023: Final payment due for enrollment April 7, 2023 through June 30, 2023

4. Columbia Regional Program shall mail invoices to the person and address listed below:

Attention: Deb Miller
Reynolds School District
1204 NE 201st Avenue
Fairview, OR 97204-9642

Agency shall pay Columbia net 30 days, mailing payments to the address below:

Zebariah Petterborg
Grant Accounting
Portland Public Schools
P.O. Box 3107
Portland, OR 97208-3107

Exhibit B

Para Educator - BVI Program
(BVI -Blind/Visually Impaired)

Definition
Under direction of a certified TVI, the Para educator implements individualized instructional and behavioral programs with students as prepared and directed by a teacher of vision impaired and/or the general education teacher according to the IFSP or IEP. The Para educator assists in specialized materials production specific for children who are blind or visually impaired including the use of literary braille and Nemeth. Responsibilities may also include: training and coaching, capacity building, training in and modeling of evidence based practices, instruction in the Expanded Core Curriculum, use of effective instructional strategies, and ways to support students with visual impairments though improved educational outcomes and independence.

Qualifications
There is a minimum requirement of a high school diploma or equivalent. Experience and training working with students who are blind or vision impaired. Experience and familiariarity with Unified English Braille, Nemeth, and assistive techology specific for individuals with vision loss. Must have the ability and willingness to work patiently and sensitively with students who have a variety of special needs. Must read, understand and carry out oral and written instructions. The employee is sometimes required to assist a student in standing, walking or sitting and may be required to lift and/or move materials, boxes or equipment up to 25 pounds. Qualifications include proficiency in computer and keyboarding skills, specifically in the use of Microsoft Word. The BVI para educator should be willing to work in an itinerant setting so must have access to reliable transportation. Consistant attendance is required.

Classification Classified

Reports To Teacher of the Vision Impaired and/or Program Supervisor

Performance Responsibilities
1. Successfully learn required skills including introductory braille, human guide techniques, assistive technology, accommodations and modifications specific for students who are blind.
2. Understand appropriate disciplinary approaches
3. Successfully assist teacher of vision impaired in implementation of specialized programs
4. Become familiar with subject matter, common core and expanded core curriculum
5. Provide student tutoring under general direction of the teacher of vision impaired and/or classroom instructor
6. Interpret classroom related activities for vision-impaired students under direction of teacher of vision impaired and/or classroom teacher
7. Help adapt and produce materials into large print or tactile formats including braille
8. Communicate appropriately and regularly through use of email
9. Respect and maintain confidential information in all situations
10. Organize and manage equipment and consumable materials, including ordering and maintaining current inventory

11. Model and implement accommodations and modifications in specialized technology for individuals with vision loss including braille devices and materials, assistive technology including voice output, digital technology, braille devices, IOS and specialized software etc.
12. Implement instructional programs assigned by teacher of the visually impaired and/or orientation and mobility specialist. Complete data collection as assigned.
13. Supervise student educational activities and take data related to student educational outcomes and participation in individual and group situations.
14. Assist students who are blind/visually impaired with skills in use of adaptive equipment and in making appropriate accommodations for best educational access.

Minimum Qualifications:

- Use of specialized technology for the blind and visually impaired, both hardware and software, to ensure that students have access to the core curriculum (e.g. Computers, text to speech software, Braille translation software, etc.)
- Model accommodations and modifications in specialized technology for individuals with vision loss including braille devices and materials, assistive technology including voice output, digital technology, braille devices, IOS and specialized software etc.
- Implement instructional programs assigned by teacher of the visually impaired and/or orientation and mobility specialist. Complete data collection as assigned.
- Supervise student educational activities and take data related to student educational outcomes and participation in individual and group situations.
- Assist students who are blind/visually impaired with skills in use of adaptive equipment and in making appropriate accommodations for best educational access.
- Use of specialized technology for the blind and visually impaired, both hardware and software, to ensure that students have access to the core curriculum (e.g. Computers, text to speech software, Braille translation software, etc.)
- Model evidence based strategies that have been proven to be effective with students with vision impairment and the ability to model the following strategies: hand under hand guidance, human guide, and use of descriptive language in the classroom.
- Model and implement strategies to adapt and accommodate classroom materials for students with visual impairments.
- Have the ability to work in a wide variety of educational settings, special education classrooms, general education classrooms and the community.
- Work effectively with both students and adult learners.
- Accomplish complex tasks with minimum supervision.
- Collect and maintain accurate date
- Work as a team member; strong communication and public relations skills; collaborative; consistent.
- Exercise careful judgment in the performance of tasks and projects.
- Work well under pressure with frequent interruptions.
- Adapt materials as necessary for access to the general education curriculum.
- Convey information regarding CRP programs and services.
- Travel throughout the four counties served by Columbia Regional Program.

Preferred Qualifications

Associates degree or two years college in a special education or other human services field OR experience working with students with vision loss.

EXHIBIT C

Federal Terms and Conditions

The following terms apply to the Contract because federal funds under [Oregon Department of Education] will be used to pay for at least part of the project. If any term in this Exhibit C conflicts with any term in the body of the Contract, this Exhibit C will control.

1. **Remedies.** In addition to the remedies explicitly set forth in the body of the Contract, District may exercise all rights or remedies available at law, in equity, or otherwise in the event of any breach by Contractor.

2. **Termination.** District may terminate the Contract for cause or for convenience as set forth in the body of the Contract.

3. **Nondiscrimination; Equal Employment Opportunity.** If the Contract involves "construction work" as defined in 41 CFR Part 60-1.3, then Contractor must:

   a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor must take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This action includes but is not limited to the following:

      1) Employment, upgrading, demotion, or transfer;

      2) Recruitment or recruitment advertising;

      3) Layoff or termination;

      4) Rates of pay or other forms of compensation; and

      5) Selection for training, including apprenticeship.

      Contractor must post in conspicuous places that are accessible by employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause;

   b. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

   c. Not discharge or in any other manner discriminate against any employee or applicant for employment because the employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision, however, does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of the employee's essential job functions discloses the compensation of other employees or applicants to individuals who do not otherwise have access to the information, unless the disclosure is in response to a formal complaint or charge and in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish this information;

   d. Send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representatives of Contractor's commitments under this Section 3.d. Contractor must post copies of the notice in conspicuous places that are accessible by employees and applicants for employment;

   e. Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor, and furnish all information or reports required by or pursuant to them. Contractor must also permit access to its books, records, or accounts by the administering agency and the Secretary of Labor for purposes of ascertaining compliance with these rules, regulations, or orders; and

   f. Include the requirements of this Section 3 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that these requirements will be binding on each subcontractor or vendor. Contractor must take any action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these requirements, including sanctions for noncompliance. If Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of direction by the administering agency, then Contractor may request that the United States enter into the litigation to protect the interests of the United States.

In the event that Contractor does not comply with any nondiscrimination clause under this Exhibit C or the Contract, District may cancel, terminate, or suspend the Contract in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Additional sanctions may be imposed and remedies invoked as provided in that executive order; by rule, regulation, or order of the Secretary of Labor; or as otherwise provided by law.

4. ☐ **Prevailing Wages.** [CHECK THE BOX ONLY IF THE FEDERAL PROGRAM LEGISLATION REQUIRES COMPLIANCE WITH THE DAVIS-BACON ACT] If the Contract is for a prime construction contract for more than $2,000, then Contractor must comply with the Davis-Bacon Act (40 USC §§ 3141 to 3148), as supplemented by 29 CFR Part 5. These requirements include but are not limited to:

   a. Paying prevailing wages to laborers and mechanics in accordance with wage determinations made by the Secretary of Labor;

   b. Paying wages at least once every week; and

   c. Complying with the Copeland "Anti-Kickback" Act (40 USC § 3145), as supplemented by the regulations set forth in 29 CFR Part 3, which prohibits Contractor from inducing any person employed on the construction work to give up any compensation to which that employee is entitled.

   d. ☐ [CHECK THE BOX ONLY IF THE CONTRACT IS ALSO SUBJECT TO OREGON PREVAILING WAGES] Payment of State of Oregon prevailing wages under ORS 279C.800 to .870 is also required under this Contract. Contractor shall pay the higher of the applicable state or federal prevailing rate of wage as provided in the body of the Contract.

5. **Overtime Pay; Safety.** If the Contract involves employment of mechanics or laborers and is for more than $100,000, then Contractor must comply with 40 USC §§ 3702 and 3704, as supplemented by 29 CFR Part 5. These requirements include but are not limited to:

   a. Paying each laborer or mechanic one and a half times the basic rate of pay for all hours that the laborer or mechanic works in excess of 40 hours in any one week; and

   b. Not requiring any mechanic or laborer to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

6. **Rights to Inventions.** If the Contract is a "funding agreement" as defined under 37 CFR § 401.2 and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the funding agreement, then the funding recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any additional implementing regulations.

7. **Environmental Compliance.** If the Contract is for more than $150,000, than the parties must comply with the Clean Air Act (42 USC §§ 7401 to 7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251 to 1387), including all applicable standards, orders, or regulations issued under these Acts.

8. **Prohibited Contract Awards.** In accordance with 2 CFR Part 180, no contract relating to the Contract may be made with any party included on the list of government-wide exclusions in the System for Award Management.

9. **Anti-Lobbying.** If the Contract is for more than $100,000, any contractor that applies or bids for an award relating to the Contract must file the certification required by 31 USC § 1352, certifying that the contractor has not and will not appropriate federal funds to pay any person or organization influencing or attempting to influence an officer or employees of the federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a contract, grant, or other award covered by 31 USC § 1352 involving federal funds. The contractor must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining an award of federal funds.

10. **Procurement of Recovered Materials.** The parties must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include but are not limited to:

    a. If the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, procuring only items designated in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition;

    b. Procuring solid waste management services in a manner that maximizes energy and resource recovery; and

    c. Establishing an affirmative procurement program for procurement of recovered materials identified in Environmental Protection Agency guidelines.

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Debra Miller, Director of Special Education

Subject: **Contracts – Serendipity Center Inc.**

Policy: Special Education – Free Appropriate Public Education – IGBAJ

Date: October 26, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
Contract(s) between the Reynolds School District and Serendipity Center Inc.

The Serendipity Center Inc. provides mental health and education services for students in Kindergarten through High School needing intensive support and access to psychiatric medication management per their Individualized Education Program (IEP)

Thirteen (13) Reynolds School District students are projected to attend Serendipity Center in 2022-23.

The existing contract for services covered for the period of September 1st, 2021 through June 30th, 2022.

The proposed contract runs from September 1st, 2022 through August 5th, 2023.
The proposed contract for 2022 ESY Program ran from July 1st through August 4th, 2022.

Previous Board Action:
The Board previously approved this agreement in October 2021, which expired June 30th, 2022.

Background:
The Serendipity Center Inc. has historically provided mental health and education services to Reynolds School District students who require these services, based on their individual specific needs outlined in their Individualized Education Program (IEP). Currently, the district has 13

students enrolled at Serendipity Center, four (4) of which required Extended School Year (ESY) services. The most recent contract expired June 30th, 2022.

Financial Implications:
The 2022-2023 budget includes allocation of funds for service at Serendipity Center Inc.

Serendipity Center 2022-2023 Therapeutic School Rates		
Services	Tuition	Notes
Lower School Placement (grades K through 8th)	$6,540/month	
Upper School Placement (grades 9 through 12+)	$5963/month	Students in 8th grade may be placed in high school room, as approved by the student's team; tuition would be the Upper School Rate.
Communication Room Placement (includes continuous support provided by an Individual Instructional Assistant)	$9,476/month (tuition + IA)	
Therapeutic Classroom Placement and Continuous Support Provided by an Individual Instructional Assistant	$9,476/month (tuition + IA)	Instructional Assistant provided for a student, as approved by the student's IEP team, with the participation of the school district representative, and documented in the student's IEP.
Speech/Language Services	$40/15-minute unit of service $250 for Evaluations	

Alternatives:
Currently, there are limited facilities that provide mental health and education services for K-12 students who need intensive support and psychiatric medication management.

Staff Recommendation:
Staff recommends that the Board authorize the district to enter into a contract with Serendipity Center Inc.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board authorize the District to enter into a contract with Serendipity Center Inc.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

SERENDIPITY CENTER, INC.
2022 – 2023 School Year & Extended School Year
K-12 Therapeutic School Contract
with
[REYNOLDS SCHOOL DISTRICT]

This Agreement, entered into by and between SERENDIPITY CENTER, INC. (Serendipity Center) and REYNOLDS PUBLIC SCHOOLS (District), is effective on SEPTEMBER 1ST, 2022, through AUGUGST 5th, 2023.

District agrees to:

1. District agrees to pay tuition to Serendipity Center, Inc. according to student placement(s) as follows:

Serendipity Center 2022-2023 Therapeutic School Rates		
Services	Tuition	Notes
Lower School Placement (grades K through 8th)	$6,540/month	
Upper School Placement (grades 9 through 12+)	$5963/month	Students in 8th grade may be placed in high school room, as approved by the student's team; tuition would be the Upper School Rate.
Communication Room Placement (includes continuous support provided by an Individual Instructional Assistant)	$9,476/month (tuition + IA)	
Therapeutic Classroom Placement and Continuous Support Provided by an Individual Instructional Assistant	$9,476/month (tuition + IA)	Instructional Assistant provided for a student, as approved by the student's IEP team, with the participation of the school district representative, and documented in the student's IEP.
Speech/Language Services	$40/15-minute unit of service $250 for Evaluations	

a. Tuition charges will not accrue until the student has registered in the District and placement at Serendipity Center has been approved. Tuition will be pro-rated for partial calendar months at the time of enrollment or discharge based on the number of school days in such month. Payment shall be made to Serendipity Center on a monthly basis and is due thirty (30) days from the date of the invoice.
b. Some students benefit from a partial day schedule for a period of time. District will be billed i) Half tuition for students on a partial-day schedule less than less than 14 hours per week ii) three-quarters tuition for students on a partial-day schedule between 14 and 21 hours per week and iii) full tuition for each student on a partial-day schedule more than 21 hours per week. For any student enrolled for partial days but still requiring an Instructional Assistant, district will be billed for the full fee for the Instructional Assistant, regardless of hours attended. This allows Serendipity to maintain the staff resources necessary to meet continuous support needs.

2. For students, whose IEP team has determined that they qualify for ESY and the district has determined that they would like Serendipity to serve as the provider, the district agrees to pay:

Serendipity Center 2023 ESY Program Rates		
Services	Tuition	Notes
Therapeutic Classroom Placement	$4,060	
Communication Classroom Placement (includes Instructional Assistant)	$6,588	
Therapeutic Classroom Placement & Instructional Assistant	$6,588	Instructional Assistant provided for a student, as approved by the student's IEP team, with the participation of the school district representative, and as documented in the student's IEP.

   a. Full tuition shown above will be charged for each student placed at Serendipity Center for the 2023 ESY Program; tuition charges will not be pro-rated for any student who, for any reason, does not complete the 2023 ESY Program, unless otherwise agreed to in writing by the parties. Tuition charges will be billed in August. Payment shall be made to Serendipity Center on a monthly basis and is due thirty (30) days from the date of the invoice

3. District will provide psychological evaluation services for the purpose of determining continued eligibility or new eligibilities for special education and related services for students enrolled at Serendipity Center. District will be responsible for conducting initial evaluations and three-year re-evaluations for District students enrolled at Serendipity Center. Serendipity Center will collaborate with District to assess students as a part of the evaluation as determined in the Eligibility Planning Meeting.

4. District will provide ELL services including ELPA, consultation, and/or direct service or monitoring.

5. District will provide student records, as outlined on Serendipity Center's referral forms, at least one week prior to initial screening of the student by Serendipity Center.

6. District will ensure a representative of District participates at the initial screening, IEP meetings, and any other meetings convened at the request of any member of the IEP team.

7. District will provide the name, title, phone number, and address of the person responsible for payment of invoices.

8. District will provide Serendipity Center with any statewide assessment forms appropriate for each student enrolled during the statewide assessment testing window. District will communicate assessment results with the parent/guardian and will also provide those results to Serendipity Center.

9. District will arrange and provide transportation services to/from Serendipity Center in a manner appropriate for the student (which may include, but is not limited to, school bus, public transportation tickets or passes, or cab) and reimburse Serendipity Center for the cost of providing alternative transportation if District does not provide scheduled transportation for any reason. On occasion, when a student is ill or for another reason must be sent home during the school day, and a parent/guardian is not available to transport the student, Serendipity Center may pay for the cost of transporting the student home.

10. District will determine if it is safe to provide transportation services to/from Serendipity Center in inclement weather. When Serendipity Center is open for a full or partial school day, District will provide transportation services to/from Serendipity Center when District determines that it is safe to do so. Serendipity will notify families & district transportation of changes in schedule due to inclement weather. District transportation will coordinate with families.

11. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act (ORS 30.260 to 30.300), District shall indemnify, defend, and hold harmless Serendipity Center from and against all liability, loss, and costs arising out of or resulting from any negligent acts or omissions, tortious acts or omissions, or failure to comply with the terms of this Agreement by District its officers, employees, or agents, in the performance of this Agreement. This obligation shall survive the termination of this Agreement.

Serendipity Center is being employed as an independent contractor to provide the services stated. The compensation paid to Serendipity shall be for all materials, supplies, and labor required, necessary or convenient for Serendipity to provide services agreed upon. Serendipity shall be responsible for and shall indemnify and hold harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance.

Serendipity agrees to:

1. Serendipity Center will comply with applicable federal and state laws regarding non-discrimination in enrollment and access to Serendipity Center‘s programs and services.

2. Serendipity Center will provide a program of instruction and employ staff in compliance with applicable federal and state laws regarding non-discrimination in employment. Perform criminal records/background checks on all employees. Serendipity Center requires fingerprint based criminal background through the Oregon Department of Education for all new employees. New employees may not have “unsupervised contact” with students until they have passed their criminal background check. Serendipity Center incurs all fees associated with background checks.

3. Serendipity will comply with all state statutes, rules, and federal laws applicable to private alternative schools. Serendipity Center will provide documentation of compliance with all standards for private alternative schools, including its annual statement of expenditures, for the contracting districts’ annual evaluation for ODE’s Private Alternative Education Program Registration Renewal.

4. Serendipity Center will comply with all federal and state special education laws and provide special education and related services as approved by the student's IEP team, with the participation of the school district representative, and documented in the student's IEP.

5. Serendipity Center will provide notice within two (2) business days to the district representative, to the extent required by law, if Serendipity Center receives written notice concerning a student's special education program or the services provided.

6. In addition to the instructional program, Serendipity Center will provide mental health assessment and/or treatment services including clinical case management, as indicated by a signed consent form by the students' parent(s)/guardian(s).

7. Review the student's IEP prior to enrolling in Serendipity Center and conduct an annual IEP review as required by state and federal law. Serendipity Center will draft subsequent IEPs and invite the district representative to attend all IEP team meetings and any other meeting convened at the request of any IEP team member. Serendipity Center will coordinate will any outside related service providers and consult with Occupational Therapists, Physical Therapists, Autism Specialists, and other related service providers.

8. Upon request by the District, provide student assessment information to the District to determine ongoing eligibility for special education and related services. For purposes of this Agreement, student assessment information means classroom work samples, informal and formal academic assessments, observations, and behavioral and observational surveys.

9. Serendipity Center will designate a Test Coordinator who will:
   a. Attend Test Administration and Security training from a District Test Coordinator.
   b. Read the 2022-2023 Test Administration Manual.
   c. Make a good faith effort to provide the opportunity for all students to participate in testing in accordance with the 2022-2023 Test Administration Manual and School Test Coordinator Guidelines.
   d. Follow all testing accommodations documented in the student's IEP, as applicable.
   e. Provide copies of signed test assurances to District Test Coordinator prior to the start of testing.

10. Serendipity Center will maintain the confidentiality of student records, as required by federal and state law. Serendipity Center will forward student records to District whenever a student exits Serendipity Center and/or upon the district's request. Report cards or progress reports shall be submitted to the district at least annually for each student.

11. To maintain compliance with federal and state laws concerning the discipline of students with disabilities, Serendipity Center will provide notice within two (2) business days to the District representative if
    a. student has 7 or more suspension days in one school year so that the IEP team is aware it may need to hold a manifestation determination if the student reaches 10 days of suspension and/or
    b. a student is in jeopardy of suspension in excess of two consecutive days or termination.

12. On a monthly basis, Serendipity Center will furnish the district with an instructional hours report that will include a list of students from District who have been enrolled at Serendipity Center and their attendance. This report shall be attached to the monthly invoice. Serendipity Center

agrees to maintain student membership and attendance records in compliance with the Oregon Department of Education's Oregon Student Personnel accounting manual.

13. Serendipity Center will notify the district when a student has not attended for 7 consecutive days to ensure the IEP team has advance notice if a student is at jeopardy of non-attendance of 10 consecutive days. If a student is absent for 10 consecutive school days, the student will be disenrolled on the 10th day unless District and Serendipity Center agree in writing that the student will continue to be enrolled at Serendipity Center. Re-enrollment must be approved by District and Serendipity Center.

14. Serendipity Center will offer all students no less than the minimum number of instructional hours required by the state minimum instructional hours requirement, except in accordance with any partial-day schedule documented in a student's IEP. Serendipity Center may, with reasonable notice to District, modify its academic calendar to comply with the state minimum instructional hours requirement, including adding school days and/or extending scheduled school hours.

15. Serendipity Center shall indemnify, defend and hold harmless District from and against all liability, loss, and costs arising out of or resulting from any negligent acts or omissions, tortious acts or omissions, or failure to comply with the terms of this Agreement by Serendipity Center, its officers, employees, or agents, in performance of this Agreement subject to the Oregon Tort Claims Act. This obligation shall survive the termination of this Agreement.

16. Serendipity Center shall comply with the requirements for public contractors under personal services contracts with a public body.

17. **Insurance**. Serendipity Center shall provide proof of the following insurance with a company acceptable to District,

    a. Workers' Compensation: Provide proof of workers' compensation in compliance with ORS 656.017, unless exempt under ORS 656.027.
    b. Commercial General Liability: Commercial General Liability Insurance in a combined single limit of not less than $2 million with a $3 million aggregate.
    c. Prior to the commencement of services under this contract, the Serendipity Center shall provide District with a certificate of liability insurance, form CG2010, and proof of sex abuse/molestation and professional liability coverage, naming District as an additional insured.

18. The parties recognize that the Federal Education Privacy Rights (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five (5) years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by either party in the performance of this Agreement may not be re-disclosed to third parties without written consent of the student's parents/guardians; and must be used only for the purposes identified in this Agreement.

THE PARTIES agree to:

1. This Agreement contains the entire agreement between the parties with respect to the 2022-2023 school year. This Agreement supersedes all previous negotiations, commitments and any other oral or written statements between the parties with respect to the 2022-2023 school year.

2. This Agreement may be modified only by written agreement signed by each party to this Agreement.

3. Serendipity and the district will follow the COVID-19 Management Plan and ODE supplemental guidance and LPHA guidance in providing safe and equitable services for students and their families while policies and procedures related to COVID-19 are still in place.

    a. COVID-19 Liability. Serendipity and the District agree to access and follow ODE COVID-19 guidance in the transportation and education of students.
    b. COVID-19 Termination. Serendipity and the District agree to resolve any perceived or reported non-compliance with ODE COVID-19 guidance upon commercially reasonable notice by either party. If either party is not satisfied with the resolution, then either party may terminate the contract with thirty days written notice.
    c. Force Majeure. Neither the District nor Serendipity shall be responsible for termination of their contract caused by war or insurrection (whether declared or not); or plague, epidemic, or pandemic requiring quarantine or other substantially similar restrictions as directed by state or federal government order; or local natural calamities causing widespread destruction.
    d. Proof of Vaccination. As long as required by the State of Oregon, Serendipity and the district agree that all Serendipity employees and all the district employees visiting Serendipity either have proof of vaccination or documentation of a medical or religious exception. Serendipity evaluates any exception on a case by case basis to determine if reasonable accommodations are able to mitigate the risk of the spread of COVID-19.

4. The district and Serendipity will pay and provide equivalent services should ODE/OHA and/or LPHA require a change in service delivery to prevent the spread of the virus.

5. Neither party shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires, natural calamities; riots; or requirement of governmental agencies.

6. The parties agree to indemnify and hold harmless each other for, from and against all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities solely to the extent arising from their own intentional or negligent acts or those of their agents, contractors, or employees and, to the extent applicable, the above indemnification is subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution. The parties intend to provide reciprocal indemnity obligations. The parties acknowledge that the Oregon Tort Claims Act may not limit the liability of Serendipity in the same manner as the other party. Accordingly, the parties agree Serendipity's indemnity shall not exceed the indemnification limits of the District.

7. This Agreement may be terminated by either party to the Agreement only by providing written notice of the party's intent to terminate the Agreement at least two weeks in advance of the termination, except that either party may terminate this contract immediately by providing written notice that it knows, or in good faith believes, that the other party has not complied with any applicable law or a material term of this Agreement. Suspension or revocation of Serendipity Center's registration by the Oregon Department of Education will also result in automatic termination of this Agreement. Upon termination of this Agreement, District will be obligated to pay Serendipity Center for all services rendered and all reimbursable expenses incurred prior to the termination.

8. **Notices**: All notices or demands issued by District or Serendipity Center must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective Party at the address listed below:

District: Reynolds School District #7
Attn: Debra Miller
Address: 2408 SW Halsey Street, Building G
Address: Troutdale, OR 97060

Serendipity Center, Inc.
Attn: Megan Pine
PO Box 33350
Portland OR 97292-3350

DISTRICT

_____Signature

Superintendent_____Position

_____Date

SERENDIPITY CENTER, INC.

Megan Pine_____Signature

Education & Compliance Director_____Position

6/3/22_____Date

RSD Legal Approved: 10/2/2022
Board Approved:
Account Code:

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Debra Miller, Director of Special Education

Subject: **Contracts – Trillium Family Services**

Policy: Guidance Program – IJ

Date: October 26, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☒ Safety ☐ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students
In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
Contract between the Reynolds School District and Trillium Family Services.

Trillium Family Services delivers mental health prevention services for student attending the Reynolds Learning Academy (RLA), Reynolds High School (RHS), Walt Morrey Middle School (WMMS), and Fairview Elementary School (FES) that need mental health support/services on a daily basis. Trillium provides student curriculum based social skills and other mental promotion groups in the school setting. Additionally, Trillium also conduct intakes, provides small group assistance with the development and implementation of in-depth behavior support plans, co-facilitation of treatment as well as training for staff and parents.

Previous Board Action:
December 2021: Board authorized a contract with Trillium Family Services for mental health and education support services through June 2022.

Background:
Trillium Family Services has historically provided mental health and education support services to the District for the RLA program. The most recent contract ended June 30th, 2022.

Financial Implications:
The 2022-23 Budget includes allocation of funds for the Trillium Family Services serving the RLA, RHS, WMMS, and FES Programs.

Alternatives:
Currently, there are limited facilities that provide mental health and educational services for K-12 students who need the support.

Staff Recommendation:
Staff recommends that the Board authorize staff to enter into the contract with Trillium Family Services to provide mental health and education support services as proposed.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board authorize staff to enter into a contract with Trillium Family Services to provide mental health and education support services through June 2021 and further authorize staff to expend in excess of $807,620.00 for said services.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

REYNOLDS SCHOOL DISTRICT #7
PERSONAL/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

Contractor: Trillium Family Services Inc.

WITNESSETH:

1. The contractor shall provide RSD with the following information:

a. Company Legal Name Trillium Family Services Inc.

b. Contract Signer Name Jamie Vandergon Contract Signer Email jvandergon@trilliumfamily.org

c. Mailing Address 3415 SE Powell Blvd., Portland, OR 97202

d. Telephone Number 503-234-9591

e. Federal Tax ID No. 93-0386966 **Contractor must submit W-9 to RSD's Finance Department*

f. Business Designation (check one) ☐ Individual ☐ Sole proprietorship ☐ Partnership

☒ Corporation ☐ Community College ☐ Other: _____

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. RSD is required by the Internal Revenue Service to obtain this information in order to report income paid to the Contractor by the District. If the information is not provided, RSD will be required to withhold 31 % of all future payments made to the Contractor.

1099 Withholding Exemption:
If exempt from backup withholding (form 1099 reporting), check this box ☐ and check your qualifying reason below:

- ☐ i. Corporation
- ☑ ii. Tax Exempt Charity under 501(a), or IRS
- ☐ iii. The United States or any of its agents or instrumentalities
- ☐ iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- ☐ v. A foreign government or any of its political subdivisions
- ☐ vi. District will deduct taxes from pay, which will occur monthly

f. Does Contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? ☐ Yes ☐ No ☒ N/A

g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? ☒ Yes ☐ No ☐ N/A

2. Statement of Work: Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved). **Attach an exhibit/additional sheet if needed.*
See attached Statement of Work

3. Contract Term:

This Contract becomes effective on: 9/01/2022

Unless terminated earlier as provided below, this Contract shall continue through: 6/30/2023

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

a. The entire, agreed-upon compensation for the services to be performed under this contract is: $807,620
**Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: $ _____ per (period) _____

What is the total estimated compensation? $ _____

Additional description of pay, if applicable:
Reynolds School District will compensate Trillium Family Services, Inc. at the rate of $95,820.00 for Qualified Mental Health Professionals and $82,130.00 for Qualified Mental Health Associates at 1.0 FTE for a 10-Month period.

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the Contractor shall notify the RSD Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department to perform services up to the newly approved contract time.

Exhibits: As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: (*Check all that apply)*

☒ Exhibit A: Statement of Work ☐ Exhibit B: Contractor's Proposal ☐ Exhibit C: Insurance Requirements

☐ Other (please describe): _____

If RSD is required by law to withhold any monies from Contractor (e.g., PERS), such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to Accounts Payable as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of $500,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed $500,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed $500,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of $500,000. No compensation shall be due or payable to Contractor in excess of $500,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Assistant Superintendent of Student & Family Services and District Operations a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary, or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from, any governmental assessments resulting from Contractor's services or compensation, including but not limited to

income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.

9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:

    a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
    b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
    c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
    d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

    If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded, or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.

12. Contractor shall fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.

13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of $2,000,000 per occurrence, $3,000,000 in the annual aggregate for General Liability and Property Damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.

    _____ *Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than $1,000,000 per occurrence.

    _____ *Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.

15. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

16. No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

17. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
    a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
    b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
    c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

18. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

19. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.

20. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.

21. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records") directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this

Contract, whichever date is later.

22. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for RSD are intended as "works made for hire" by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.

23. Work Performed on RSD Property. Contractor shall comply with the following:
    a. Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
    b. Sign-in Required: As required by schools and other RSD locations, each that day Contractor's employees are present on RSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on RSD property.
    c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
    d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
    e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.

24. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District's obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor's employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District's requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.

25. Confidentiality; FERPA Redisclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the redisclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any redisclosure of confidential student information must be in compliance with the redisclosure laws of FERPA. Contractor is not to redisclose information without prior written notification to and written permission of RSD.

26. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.

27. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.

28. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

29. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

30. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

31. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

32. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

33. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

34. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.

35. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

36. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/ or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

(Sign on following page)

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7	**Contractor**
Signature of Superintendent or Authorized Signer	Signature of Contractor
Printed Name	Contractor Name
Title	Contractor Title
Date Signed	Date Signed

Review required for final authorization

Signature of Program Director	Date Signed
Signature of Site Manager	Date Signed

☐ **Account code for applicable charges** _____
(Required for revenue, expense, and pass-through funds)

☐ Board approval required if estimated charges exceed $500,000 Board approval date: _____

☐ Background check completed (required if in direct contact with students)

☐ Certificate of insurance provided

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

COVID-19 Termination. Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

Force Majeure. Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to: war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Proof of Vaccination. As of October 18, 2021, Contractors, Partners and Volunteers, who are age 16 and older, and have direct or indirect contact with students, must submit proof of vaccination or documentation of a medical or religious exception prior to working with students. Contractor or Partner attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor or Partner with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry. Given that medical and religious exceptions for contractors and volunteers constitute an undue hardship to the District, in most cases unvaccinated contactors and volunteers may not continue to provide services to the District even with these exceptions.

(Sign on following page)

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

Reynolds School District #7	**Contractor**
Signature of Superintendent or Authorized Signer	Signature of Contractor
Printed Name	Contractor Name
Title	Contractor Title
Date Signed	Date Signed

Statement of Work for Reynolds School District

This Contract is for the Provision of Mental Health Services at Reynolds School District schools:

- Reynolds Learning Academy
- Reynolds High School
- Walt Morey Middle School
- Fairview Elementary School

This Agreement is effective for the 2022-23 school year.

Reynolds School District agrees to:

1. Reynolds School District will compensate Trillium Family Services, Inc. $807,620.00 for Mental Health Services provided at Reynolds School District for the 2022-23 school year. Reynolds School District will compensate Trillium Family Services, Inc. at the rate of $95,820.00 for Qualified Mental Health Professionals and $82,130.00 for Qualified Mental Health Associates at 1.0 FTE for a 10-Month period. Invoices need to be mailed or emailed to the following:

   Mailing Address:

   Reynolds School District – Administration Building

   Attn: Accounts Payable

   1204 NE 201st Avenue

   Fairview, OR 97024

   Email: ap@rsd7.net

2. Provide individual and group therapy space, office space, and basic utilities for the provision of services under the contract.
3. Complete background checks and fingerprinting on all Trillium Family Services, Inc. staff and invoice Trillium Family Services for said background checks and fingerprinting.
4. Indemnify, defend, and hold Trillium Family Services, Inc. harmless from any claim, action, demand, los or cost arising out of or resulting from any act or omission of the Reynolds School District.

Trillium Family Services, Inc. agrees to:

1. Provide the following staffing for the specific Reynolds School District Schools under this contract:
   a. Five (5) Qualified Mental Health Professional (QMHP) at 1/0 FTE for 10 months.

i. Provide Psycho-educational groups, family support, preventions, or group-based skills training.
ii. Provide clinical and administrative supervision of all Trillium Family Services, Inc. staff on site in collaboration with Reynolds School District Administrator.
iii. Provide case management, consultation, and care coordination to all Trillium Family Services, Inc. clients in the Reynolds School District schools in collaboration with Reynolds School District Staff.
iv. Perform clinical assessments.
v. Create and oversee implementation of individualized plans of care for all Trillium Family Services, Inc. clients of the Reynolds School District in collaboration with Reynolds School District staff.
vi. Provide therapeutic groups passed on identified needs of students.
vii. Ensure all Trillium mandated paperwork and care paperwork is shared with Reynolds School District staff in a timely manner.
viii. Ensure all Trillium incident paperwork and care plan paperwork is shared with Reynolds School District staff in a timely manner.

b. Four (4) Qualified Mental Health Associate (QMHA) at 1.0 FTE for 10 months.
i. Facilitate and support the implementation of individual plans of care and positive behavior support plans in collaboration with Reynolds School District staff.
ii. Provide individual and group skill development to all Trillium clients in the Reynolds School District.
iii. May provide academic support under the direction of the licensed teacher.
iv. May provide psycho-educational groups, family support, preventions, or group-based skills training under the direction of the master's level therapist.
v. Ensure all Trillium mandated paperwork and care paperwork is shared with Reynolds School District staff in a timely manner.
vi. Ensure all Trillium incident paperwork and care plan paperwork is shared with Reynolds School District staff in a timely manner.

2. Provide prevention services or classroom-based groups to students.
   a. All students enrolled in the Reynolds School District will be eligible to receive curriculum based social skills and other mental health promotion groups in the school setting with Reynolds School District staff present.
   b. Clients receiving only prevention services or classroom-based groups will not receive formal assessment and treatment planning.
3. When possible under Medicaid contracts, Trillium Family Services will provide additional staff beyond this contract to provide formal Outpatient Mental Health Services to Medicaid eligible students which are unable to be provided under this contract.
4. Have all Trillium staff working at Reynolds School District schools complete the following Reynolds School District Training annually:
   a. Complete Safe Schools Training
   b. Review of District Policy and Procedure
   c. Review of Special Education Law
   d. Review of School Law

5. Trillium will pay Reynolds School District for Completed Background checks and fingerprinting on all Trillium Family Services, Inc. employees at Reynolds School District schools.
6. Trillium Family Services, Inc. shall provide Reynolds School District with Evidence that it has Liability Insurance consistent with OAR 581-015-2270.
7. Trillium Family Services, Inc. shall be independent contractor solely responsible for the performance of tasks described in this contract and shall not be deemed for any purpose to be an agent or an operating arm of Reynolds School District.

Both Parties Agree:

1. To work cooperatively to fulfill the obligations of the contract.
2. To maintain confidentiality of student records for each student.

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Anthony Lebron, Chief Financial Officer

Subject: **FY2022-2023 Sole Source List**

Policy: Special Procurements and Exemptions from Competitive Bidding – DJC-AR

Date: October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:
The district shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB), that describes the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement and circumstances that justify the use of a special procurement under the standards as follows: the special procurement is unlikely to encourage favoritism in the awarding of public contract or to substantially diminish competition for public contracts and, (A) is reasonably expected to result in substantial cost savings to the district or to the public, or (B) otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules.

Previous Board Action:
Not Applicable

Background:
Not Applicable

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Staff recommends the Board approve the Sole Source contracts list as presented.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the Sole Source Contracts list as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

FY 22-23 Sole Source List

Vendor Name	Date Posted	Closing Date	Closing Time	Protests Process
Vector Solutions	6/22/2022	6/29/2022	5:00pm	6/30/22 no protests received
Champions	6/22/2022	6/29/2022	5:00pm	6/30/22 no protests received
Tom Haring	6/22/2022	6/29/2022	5:00pm	6/30/22 no protests received
AC Educational Consulting	6/23/2022	6/30/2022	5:00pm	7/1/22 no protests received
The Hello Foundation	7/6/2022	7/13/2022	5:00pm	7/14/22 no protests received
Wright Public Affairs	6/27/2022	7/4/2022	5:00pm	7/5/22 no protests received
LinkedIn	7/1/2022	7/8/2022	5:00pm	7/11/22 no protests received
K12 Insight (Let's Talk)	7/15/2022	7/22/2022	12:00pm	7/22/22 no protests received
Johnson Barrow	8/1/2022	8/8/2022	5:00pm	8/9 no protests were received
Kathy Houck	8/1/2022	8/8/2022	5:00pm	8/1/22 notice cancelled, not needed
ParentSquare	8/3/2022	8/10/2022	5:00pm	8/11/22 no protests received
Commonlit School Essentials	8/10/2022	8/17/2022	5:00pm	8/18/22 no protests received
Lexia Learning Systems	8/10/2022	8/17/2022	5:00pm	8/17/22 no protests received
Western Bus Sales - Repairs	8/30/2022	9/6/2022	2:00pm	9/8/22 no protests were received
Western Bus Sales - Parts	8/30/2022	9/6/2022	2:00pm	9/8/22 no protests were received
PBS Environmental	9/6/2022	9/13/2022	noon	9/9/22 no protests received
Tyler Tech	9/12/2022	9/19/2022	5:00pm	9/20/22 no protests received
Solutions Yes	10/11/2022	**10/18/2022**	5:00pm	

Reynolds School District

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 07/19/22 Department: Academics

Prospective Contractor: Commonlit School Essentials Cost: $50,925.00

Describe the goods or services to be purchased:

Online School Specific access license to a Proprietary Digital Library and 360 Curriculum. Live Webinar Training. Priority Customer Support. Rostering Via Clever. On-Demand Professional Development.

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☑ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

COMMONLIT is the single provider for 360 Curriculum and they are the only ones that have curated the on-line library that will be accessible to our teachers and students.

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☐ The goods or services are for a pilot or experimental project. Describe:

☐ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Continued →

What unique features/functionality is required that only this source can provide?

COMMONLIT is the only provider for 360 Curriculum and they are the only provider able to give professional development and customer support for this curriculum. Also the professional development provided by this company is specific to using their Digital Library

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

We looked through several other on-line based curriculum and they were not able to offer the unique set of lessons, activities, themes, and digital library that COMMONLIT was able to offer. They have well over 2000 sets of texts available and clearly labeled by lexile level and grade level. COMMONLIT has close to 400 texts that are culturally responsive.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Dr. Koreen Barreras-Brown Title: CAO

Must be Cabinet member

Signature: Dr Koreen Barreras-Brown Date: 07/19/22

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent of Schools

Signature: Danna Diaz Date: 8/10/22

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 8/10/2022

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 07/26/2022 Department: Facilities

Prospective Contractor: Johnson Barrow Oregon Cost: $100,000.00

Describe the goods or services to be purchased:

Sole distributor and manufacturer for LG HVAC system used within Reynolds School District.

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☑ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

Johnson Barrow Oregon is the sole distributor and manufacturer representative for all LG HVAC systems used by Reynolds School District.

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☐ The goods or services are for a pilot or experimental project. Describe:

☐ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Continued →

What unique features/functionality is required that only this source can provide?

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Christopher Ortiz, Ph.D., Ed.D. Title: Deputy Superintendent

Must be Cabinet member

Signature: Christopher Ortiz Date: 7/26/22

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent

Signature: Danna Diaz Date: 07/26/22

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 8/1/2022

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: July 12, 2022 Department: Communications & Community Relations

Prospective Contractor: K12 Insight Cost: $25,284

Describe the goods or services to be purchased:

Subscription to Let's Talk! Platform Services

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☑ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

RSD has utilized Let's Talk!--the only all-in-one customer experience and intelligence platform purpose-built for education--since 2019. As an enterprise-wide Software-as-a-Service solution, Let's Talk! is easily configurable with easy SSO (Single Sign On) and SIS (Student Information System) integration options and can be set up in multiple languages to improve equitable access.

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☐ The goods or services are for a pilot or experimental project. Describe:

☐ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Continued →

What unique features/functionality is required that only this source can provide?

K12 Insight helps school districts deliver superior customer experiences, the only all-in-one customer experience and intelligence platform purpose-built for education; reliable, secure, and simple; backed by industry-leading expertise; an enterprise-wide Software-as-a-Service solution; easily configurable with SSO (Single Sign On) and SIS (Student Information System) integration options; can be set up in multiple languages; cloud-based platform; delivers easy-to-deploy, self-service tools and an intentionally simple, yet powerful user interface; unified inbox; a real-time dashboard to reveal trends and needs; automated workflows; a campaign manager for outbound communications; Critical Alerts to identify issues before they become crises; and a Knowledge Base to house FAQs and tutorials; comprehensive partnership to help support onboarding and implementation.

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

Researched for other customer service platforms geared towards education, most customers service platforms are designed for businesses. Those platforms that did provide education industry support were $20/user per month (special promotion) - we currently have 182 users in Let's Talk, that would be about $43,680 per year during the promotion. Most don't automatically integrate with our SIS or SSO, those would need to be requested and may delay start up, and potentially have issues/disruptions.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Stephanie Field Title: Exec. Director of Communications & Communit

Must be Cabinet member

Signature: Stephanie Field Digitally signed by Stephanie Field Date: 2022.07.12 15:58:28 -07'00' Date: 07/12/2022

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent of Schools

Signature: Danna Diaz Digitally signed by Danna Diaz Date: 2022.07.13 14:20:45 -07'00' Date: 07/13/2022

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 7/15/2022

Reynolds School District

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 07-25-2022 Department: Transportation

Prospective Contractor: Kathy Houck Cost: $42,000

Describe the goods or services to be purchased:

Project management work to oversee Fall routing/bell schedule changes and implementation of the new Traversa Routing System, Tyler Drive Tablets and Ride 360 Parent App. Work schedule will be July 25, 2022 through June 14, 2023, approximately fifteen hours per week.

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☑ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

There is no other provider experienced in our transportation methods, practices and procedures. Kathy Houck's knowledge and familiarity with our district will help us meet our timelines, route efficiently and guide the implementation of the new software.

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☐ The goods or services are for a pilot or experimental project. Describe:

☐ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Continued →

What unique features/functionality is required that only this source can provide?

Kathy Houck's years in the district, knowledge of our multi-tiered bell system and logistical knowledge of our district are needed to train our new team and support this work immediately to ensure we are prepared for the 22-23 school year.

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

I am not aware of any person or firm, with the knowledge of RSD Transportation practices, school locations, bid process and contract language offering these services in our area.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Rehana Nelson Title: Director, Transportation Services

Must be Exempt member

Signature: Rehana Nelson Date: 7.25.2022

Christopher Ortiz

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent

Signature: Danna Diaz Date: 07/20/22

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement:

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 06/12/2022 Department: Superintendent's Office

Prospective Contractor: AC Educational Consulting Cost: 117,600

Describe the goods or services to be purchased:

In collaboration with assigned Reynolds School District administration and staff, AC Educational Consulting will provide virtual support and leadership in strategic planning, quality assurance, professional leadership, organizational development, and equity diagnostic support.

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☐ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☐ The goods or services are for a pilot or experimental project. Describe:

☑ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Dr. Charles has been working with RSD since 2021 and knows the ins and outs of our departments. Her expertise in strategic planning, quality assurance, professional leadership, organizational development, and equity diagnostic support are unparalleled.

Continued →

What unique features/functionality is required that only this source can provide?

Dr. Charles has the expertise and relationships with department leaders to ensure quality and efficient work.

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

This is continued work that has been ongoing over the last couple of years. Switching to a new project leader would cause loss of learning and momentum.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent of Schools

Must be Cabinet member

Signature: Koreen N. Barreras-Brown Date: 06/12/2022

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent of Schools

Signature: Danna Diaz Date: 08/10/2022

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PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 8/10/2022

Reynolds School District

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 9/1/2022 Department: Operations

Prospective Contractor: PBS Environmental Cost: _____

Describe the goods or services to be purchased:
PBS to conduct all required environmental tsting for the Distirc and continue to maintain these records in comliance with state and federal laws.

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☑ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:
PBS Environmental is the agency that has historically maintained all of RSD environmental testing data (asbestos, lead, etc.). It would be inefficent to move this storage to another vendor. It would also be inefficient to have another vendor conduct testing and then have to report it to PBS.

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☐ The goods or services are for a pilot or experimental project. Describe:

☐ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Continued →

What unique features/functionality is required that only this source can provide?
Storage of all of our historical environmental data

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?
No additional steps were taken at this time. As noted above, the historical storage and reporting of all RSD environmental testing makes PBS the only viable vendor for these services.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Christopher Ortiz Title: Deputy Superintedent

Must be Cabinet member

Signature: Christopher Ortiz Date: 9/1/22

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent of Schools

Signature: Danna Diaz Date: 09.01.2022

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 9/6/2022

Reynolds School District

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 6-10-22 Department: Student & Family Services

Prospective Contractor: Vector Solutions Cost: $29,000

Describe the goods or services to be purchased:

Additional trainings through the Safe Schools platform that include valuable topics regarding Student Safety and Wellness and Diversity and Inclusion. These trainings can be utilized by staff, teachers, administrators to teach important lessons to students through various lessons and as an as needed basis.

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☑ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

Currently, Human Capital Management already utilizes Vector Solutions Safe Schools for all staff members to take yearly required topic trainings. These additional trainings for students would be available for instructional staff and administrators Safe Schools accounts, making it easier for RSD employees to access through one portal/log-in.

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☑ The goods or services are for a pilot or experimental project. Describe:

The School Year 22-23 will utilize these additional trainings for students as a pilot through a partnership with the Department of School Climate and Culture. The MTSS TOSA team will work with staff and administration to notify employees of these additional available resources and gather feedback on their use and effectiveness.

☑ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

In researching two other similar products available (CASEL and Common Sense Education) those products only focus on SEL overall. Safe Schools trainings highlight specific topics for certain areas. Staff can utilize these trainings if a specific topic comes up in the school and teach a lesson based off of the specific topic.

Continued →

What unique features/functionality is required that only this source can provide?

The videos and trainings are only available through Vector Solutions and Safe Schools. Therefore in order to access the product, an agreement must be in place with Vector Solutions.

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

In researching two other similar products available (CASEL and Common Sense Education) those products only focus on SEL overall. Safe Schools trainings highlight specific topics for certain areas. Staff can utilize these trainings if a specific topic comes up in the school and teach a lesson based off of the specific topic.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Dr. Christopher Ortiz Title: Deputy Superintendent

Must be Cabinet member

Signature: Christopher Ortiz Date: 6/10/2022

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent

Signature: Danna Diaz Date: 6/16/22

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY Date of Advertisement: 6/22/2022

Reynolds School District

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 9/30/22 Department: Student Information Management & Records

Prospective Contractor: Solutions Yes - Docuware Software Cost: 16,206.00

Describe the goods or services to be purchased:

The district utilizes Docuware which provides software that stores and indexes Special Education records.

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☐ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☑ The goods or services are for a pilot or experimental project. Describe:

We signed a 3 year contract with Solutions Yes to provide storage and indexing for Special Education records for Reynolds School District.

☐ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Continued →

What unique features/functionality is required that only this source can provide?

Docuware provides advanced indexing for special education records.

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

In 2019 a review of products and quotes were completed for this product. We contacted 3 other companies and the district choose Solutions Yes as the provider of choice for the Docuware product. We also contacted other school districts to inquire on their process and vendor of choice. In 2020 a 3 year contract was signed which will expire August 2023.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Christopher Dorf Title: Deputy Superintendent

Must be Cabinet member

Signature: _____ Date: 10/6/2022

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent of Schools

Signature: Danna Diaz Date: 10/07/2022

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 10/11/2022

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 23 July 2022 Department: Special Education

Prospective Contractor: The Hello Foundation Cost: $57,072.00

Describe the goods or services to be purchased:

The Hello Foundation will provide Speech Language Pathology services by Rachel Malmon at Reynolds High School equivalent to .4 FTE for the 2022-23 school year.

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☐ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

☑ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

Reynolds SD has posted SLP positions online but have not received applications for this position.

☐ The goods or services are for a pilot or experimental project. Describe:

☑ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Rachel Malmon has been a contract SLP with us in previous years and she is a known and trusted contract employee at Reynolds High School. She only works with the Hello Foundation.

Continued →

What unique features/functionality is required that only this source can provide?

Rachel Malmon, SLP of The Hello Foundation, is familiar with RSD students, staff, and processes. She is the only available SLP to fill a current vacancy.

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

Reynolds SD has posted vacant SLP positions for several months with no applicants who have agreed to take open positions. The Special Education office has also reached out to local contracting agencies to request additional SLP applicants but have only received Rachel Malmon's contact at this time.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

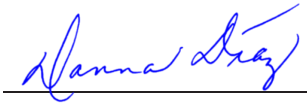
Name: Dr. Christopher Ortiz Title: Deputy Superintendent

Must be Cabinet member

Signature: Date: 7/1/2022

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent of Schools

Signature:  Date: 07/06/2022

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 7/6/2022

Reynolds School District

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 08.19.2022 Department: Transportation

Prospective Contractor: Tyler Technologies - Traversa Cost: 213,451.25

Describe the goods or services to be purchased:
Routing & Planning Software

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☑ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:
Tyler Technologies has been the provider for our routing software, GPS Service and Technical Support. The transition from their Versatrans product to Traversa for routing provided a secure transfer of historical data and student information.

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☑ The goods or services are for a pilot or experimental project. Describe:
The implementation of Traversa did allow for a pilot during our summer session 06.25.2022-08.05.2022.

☐ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Continued →

What unique features/functionality is required that only this source can provide?

Access to historical data i.e. routes and field trip archives.

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

Historical data access and familiarity. Some of the modules were not available. No documentated steps other than inquires at Trade Shows. We are long time Tyler Technologies users - historical data, support and data transfer were key in decision making.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Christopher Ortiz, Ph.D., Ed.D. Title: Deputy Superintendent

Must be Cabinet member

Signature: _____ Date: 9-23-22

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent of Schools

Signature: _____ Date: 08/23/2022

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 9/12/2022

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 07/05/2022 Department: Transportation

Prospective Contractor: Western Bus Sales Cost: $24,000

Describe the goods or services to be purchased:

Vehicle (School Bus) Repair parts.

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☐ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☐ The goods or services are for a pilot or experimental project. Describe:

☑ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Western Bus Sales is the only local Blue Bird School Bus parts supplier.

What unique features/functionality is required that only this source can provide?

Provide OEM Blue Bird Bus Parts.

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

Western Bus is the only Local Dealer

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Christopher Ortiz, Ph.D., Ed.D. Title: Deputy Superintendent

Signature: Christopher Ortiz Date: 08/15/2022

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent of Schools

Signature: Danna Diaz Date: 08/15/2022

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 8/30/2022

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 07/05/2022 Department: Transportation

Prospective Contractor: Western Bus Sales Cost: $15,000

Describe the goods or services to be purchased:

Vehicle (School Bus) Repairs

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☐ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☐ The goods or services are for a pilot or experimental project. Describe:

☑ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Western Bus Sales is the only local Blue Bird School Bus OEM repair facility.

What unique features/functionality is required that only this source can provide?

Provide OEM Blue Bird Bus Repairs when the repair is too big to be done here at the Transportation Yard.

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

Western Bus is the only Local OEM Repair facility.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Christopher Ortiz, Ph.D., Ed.D. Title: Deputy Superintendent

Signature: Christopher Ortiz Date: 08/15/2022

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent of Schools

Signature: Danna Diaz Date: 08/15/2022

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 8/30/2022

Financial Services Department
1204 NE 201st Avenue, Fairview, OR 97024
Phone: 503-661-7200 | Fax: 503-667-6932
www.reynolds.k12.or.us

Sole Source Justification Form

Date: 06/02/2022 Department: Communications & Community Relations

Prospective Contractor: Wright Public Affairs Cost: $78,000.00

Describe the goods or services to be purchased:

Bond Communications Plan & Bond Basics Collateral, Monthly Consulting Retainer, Bond Explainer Video, Management of Bond Ballot Language, Bond Communications Budget, Bond Website. (see attached)

For the reason(s) below, this purchase cannot reasonably be competitively solicited:

☑ The efficient use of existing goods or services requires our purchasing compatible goods or services, and there is a single provider for those goods and services. Describe:

Wright Public Affairs completed our previous 2015 Bond Communications Strategy with success. The firm has a high degree of familiarity with our district voter base and the only relevant experience with successfully passing a previous bond with the voter base.

☐ The goods or services required for the exchange of software or data with other public or private agencies are available from only one source. Describe:

☐ The goods or services are for a pilot or experimental project. Describe:

☐ Other findings. Describe other factors that support the conclusion that the goods or services are available from only one source:

Continued →

What unique features/functionality is required that only this source can provide?

Wright Public Affairs is the premier firm for bonds and levies in the Pacific Northwest and their record reflects their reputation. In the past six years they have garnered a nearly unblemished ballot measure win-loss record, passing $5.1 billion in operating levies and general obligation bonds for local school districts in the State of Oregon. These wins have come in districts large and small, rural and urban in a variety of regions from the North Coast to Central Oregon to Portland Metro Area and the Rogue Valley, including Reynolds School District 2015 bond passing. Wright Public Affairs has passed the largest school bond in Oregon history and have secured $4.8 billion in school funding measures since 2014.

What steps were taken to verify that goods or services with similar features and functionality are not available from other sources?

The Communications & Community Relations Team did an exhaustive search for bond communications planning firms in the Pacific Northwest with experience of passing successful bonds in mid to large school districts in the State of Oregon with little result. Wright Public Affairs was referred by many other school district in Multnomah County including Portland Public Schools and Gresham-Barlow School District when reaching out for referrals.

By signing this form, I am recommending this purchase as a sole source based upon an objective review of the goods and services required and the purchase is in the best interest of the District.

I certify that I have no conflict of interest in making this recommendation.

DEPARTMENTAL AUTHORIZATION

Name: Stephanie Field Title: Executive Director of Communications & Comm

Must be Cabinet member

Signature: Stephanie Field Digitally signed by Stephanie Field Date: 2022.06.02 12:15:14 -07'00' Date: 06/02/2022

FINAL AUTHORIZATION

Name: Danna Diaz Title: Superintendent

Signature: Danna Diaz (Jun 2, 2022 13:14 PDT) Date: Jun 2, 2022

Submit completed form to procurement@rsd7.net

PROCUREMENT & CONTRACTING USE ONLY

Date of Advertisement: 6/27/2022

RESOLUTION #2022-2023-008

RESOLUTION PROCLAIMING THE CELEBRATION OF NATIONAL NATIVE AMERICAN HERITAGE MONTH IN THE REYNOLDS SCHOOL DISTRICT

WHEREAS, Native Americans are descendants of the original, indigenous inhabitants ofwhat is now the United States;

WHEREAS, Multnomah County encompasses the traditional ancestral homelands of the Bands of the Chinook, Multnomah, Clackamas, Tualatin, Molalla, Kalapuya, Wasco, Cowlitz, and Kathlamet tribes. Since time immemorial, these tribes established their communities in a resource rich area where they traded and fished along the rivers and harvested those natural resources that fed their families and sustained their communities. We honor the forced sacrifices of these tribes and Indigenous people;

WHEREAS, in the 1950s, under Federal Relocation Policy, a large segment of the Native population in the United States of America was forced to relocate to several major cities of which Portland was one. This has added to the diversity of tribal representation in the region;

WHEREAS, Native Americans, people whose history is rich with those who positively influence and enrich our nation, our society, our region, our state, and our schools through their entrepreneurship, commitment to community service, deep value of justice and liberty, and social and cultural life;

WHEREAS, on August 3, 1990, President of the United States George H. W. Bush declared the month of November as National American Indian Heritage Month, thereafter commonly referred to as Native American Heritage Month;

WHEREAS, Native Americans have made profound contributions and continue to make advances in education, medicine, art, culture, and public service and have been a consistent andvital influence in our nation's growth and prosperity;

WHEREAS, Multnomah County's Native American Community is diverse and growing withthe population estimated to be nearly 70,000;

WHEREAS, understanding Native American history and contemporary life is an importantpart of celebrating Native American Heritage Month;

WHEREAS, Reynolds School District has a core belief in Equity that states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable achievement gap for students of color and to give each student the opportunity and support to meet his or her highest potential;

WHEREAS, closing opportunity gaps while raising achievement for all students is the top priority

of the Board of Education, the Superintendent and all district staff;

WHEREAS, The Reynolds School District Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs, and values within a school community;

NOW, THEREFORE, BE IT RESOLVED The Reynolds School District Board of Education hereby promotes November 1st through November 30th, 2022 as Native American Heritage Monthand encourages staff, students, and community members to observe, recognize, and celebrate the culture, heritage, and economic contributions of Native Americans to Oregon and the United States through culturally relevant activity, and to learn from the past and understand the experiences that have shaped the United States.

BE IT FURTHER RESOLVED, The Superintendent or her designee shall work with all schools in the district to recognize Native American Indian Heritage Month through culturally relevant lessons and activities and increased visibility of our Native American community within our school communities.

Adopted this 26th day of October 2022.

Signed:

_____

Chair, Reynolds School District Board of Directors

Attest:

_____

Superintendent / Clerk

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Shaunice Silas, Executive Director of Human Capital Management

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: **REA / RSD MOU on Assignment of Substitute Duties**

Policy: Board Powers and Duties - BBA

Date: October 26, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☐ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness
We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

This Memorandum of Understanding (MOU) between Reynolds School District (RSD) and Reynolds Education Association (REA) outlines the process for reassigning REA members to substitute duty. Both REA and RSD recognize that the safety of staff, students, and families is a primary concern for professional educators. Additionally, all agree that in order to secure educators' availability to mee the District's Strategic Goals, it is imperative for educators to remain in their respective assignments to the greatest degree possible. In recognition of the severe substitute educator shortage, REA and RSD put together protocols to follow when asking for volunteer substitutes and/or reassigning members to substitute duty. It is, however, understood that regular, ongoing, and/or continuous use of re-assignments is not a viable long-term solution to the educator staffing shortage.

Previous Board Action:
The Board approves all agreements with bargaining units.

Background:
Not Applicable

Financial Implications:
Not Applicable

Alternatives:
Not Applicable

Staff Recommendation:
Staff recommends the Board approve the agreement between RSD and REA as proposed.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the MOU on assigning substitute duties as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

DocuSign Envelope ID: CA7B1591-3522-44B7-AD0C-3E0DA264E82A

Memorandum of Understanding Between Reynolds School District and

Reynolds Education Association on Assignment of Substitute Duties

Reynolds School District No. 7, Multnomah County, Oregon (District) and the Reynolds Education Association together, "the parties," recognize that the safety of staff, students and families is a primary concern for professional educators. Additionally, the Parties agree that in order to secure educators' availability to meet the District's Strategic Goals, it is imperative for educators to remain in their respective assignments to the greatest degree possible. In recognition of the severe substitute educator shortage, the Parties agree to the following protocols when asking for volunteer substitutes and/or reassigning members to substitute duty. It is, however, understood that regular, ongoing, and/or continuous use of re-assignments is not a viable long-term solution to the educator staffing shortage. These protocols are to be used as sparingly as possible.

1. The parties recognize that all provisions of the REA Collective Bargaining Agreement continue to apply when unit members volunteer or are reassigned substitute duties, including, but not limited to, the provisions in Article 9 related to preparation time, duty-free lunches and passing time.

2. Administrators may temporarily assign substitute duties to certified bargaining unit members as needed to ensure safety, both in terms of supervision and specialized tasks to be performed for students. Such circumstances may include, but are not limited to, situations in which administrators are already serving as substitutes, and when other substitute options have been exhausted.

3. Administrators will adhere to the established schedules and not assign TOSAs to substitute specific days of the week. TOSAs whose duties include attending district-level meetings or trainings will not be assigned conflicting substitute duties. Administrators will work proactively to collaborate and coordinate with re-assigned members to ensure that important meetings and/or trainings that cannot be rescheduled are protected.

4. District level TOSAs will be provided notification of substitute assignment/work hours no later than 8:00 pm on the night prior to assignment at the middle school level. Notification for all other levels must occur at least one hour before the report time for each assigned job. RSD administrators will keep All unfilled

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substitute positions open until the close of each position.

5. Building-based subs assigned to buildings will be fully utilized prior to any re-assignments. To maintain equity, no member will be required to substitute more than 2 days in any week. Each day is not equivalent to 8 total hours; this means that administrators must limit their tasks to twice a week regardless of hours. No member may be compelled to provide substitute support more than 2 days per week, but members have the option to provide support beyond 2 days if they wish to do so. All provisions of Section 6 will apply, whether a day of substitute support is required (initial 2 days per week) or voluntary (beyond 2 days in a week).

6. No member can be required to substitute during their preparation time. All substitute duties (voluntary or re-assigned) will be compensated in accordance with Article 22. Members reassigned for 4 hours or more shall be entitled to the full additional substitute rate for that day. Timeclock plus entries will be made in either 4- or 8-hour blocks. If a member is reassigned after reporting to their regular worksite, they will be compensated for travel time as part of their substitute hours and mileage reimbursement as outlined in Article 16.

7. Members teaching additional classes (or partial classes) or taking on additional caseloads (SLPs, SpEd teachers, etc.) as the result of unfilled FTE will be compensated for the additional students in their classes and/or caseload. This pay will be equivalent to the FTE they are covering and will be pro-rated for partial caseload or partial classes. This compensation will continue until that FTE is filled and the member's class load and/or caseload is reduced to a level expected during full staffing. This will not negate the need to continue to look for qualified candidates. Standard caseload numbers, class sizes, etc. will be mutually agreed upon between the District and the Association.

8. Members may not be held accountable for job performance shortfalls during weeks in which they are assigned substitute duties. Administrators will collaborate with the member to mutually determine specific responsibilities or tasks from which the member will be relieved. At the member's request, a supervisor will identify these tasks and responsibilities in writing. Tasks and responsibilities identified will be equivalent to the time assigned to substitute, and all deadlines will be adjusted accordingly. Any performance issues related to time lost to substituting will not result in a negative evaluation. All evaluations for non-

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classroom positions will be conducted on non-classroom responsibilities.

9. *Certified Staff are not to cover classified vacancies* except voluntarily in cases of emergencies or safety risks. This includes recess, cafeteria, SMT, and hallway duty. This does not preclude administrators from assigning duties (such as bus duty) to certified staff as typically assigned to all educators at that given level, per Article 9.

10. Adequate substitute materials must be in place for any substituting member/guest teacher. Adequate substitute materials are listed in Appendix B. Absent educators will endeavor to provide classroom-based lesson plans. Administrators are responsible for requiring adequate emergency plans for all certified staff. In the event of absences that extend beyond available emergency substitute plans, administrators will endeavor to provide plans to the substitute teacher.

11. Members who are assigned substitute duties will leave completed notes for the absent teacher. The notes should outline what work/lessons were completed with students, and what work/lessons were unfinished. The notes will further indicate any classroom disruptions that the regularly assigned teacher should be aware of when returning.

12. Long term substitute positions will not be filled by TOSAs on an ongoing basis. Administrators will ensure all substitute notes remain in the classroom for subsequent substitutes until the teacher of record's return. Administrators will create a plan to ensure that long term absences are covered by as few people as possible.

13. The District recognizes its responsibility to evaluate staffing levels to ensure student safety, both in terms of student supervision and maintaining specialized levels of services. The District may need to suspend in-person learning services on a building-by-building basis until such time as necessary staffing levels can be maintained. If an individual building cancels school, staff will still report to their worksites. If the District cancels all schools, certified staff will not be required to report to work, as per Article 8.

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14. District level TOSAs will only sub at their respective assigned levels. For example, a K-5 Academics Curriculum TOSA would only sub in K-5 classrooms.

15. Building-specific positions may not be assigned to substitute outside of their respective buildings (Instructional coaches, VILS coaches). Members who are assigned to work with specific schools in their normal positions will only be assigned substitute duties in those buildings (MTSS TOSAs, Instructional Technology TOSAs, etc.)

16. This Memorandum of Understanding (MOU) is valid for the duration of the 2022-2023 school year. If the district determines that it is necessary to use members to supplement the substitute pool in the future, then the language in this current MOU shall apply. This agreement will be reopened for renegotiation if state or federal laws are issued that conflict with or modify the terms of this MOU.

Appendix A: Definitions

District Level
- District Curriculum TOSAs
- District Technology TOSAs
- District Special Ed. TOSAs
- District ELD TOSAs
- District level- other category TOSAs

Elementary School Based Level
- ELD Educators
- Special Ed. Educators
- Instructional Coach
- MTSS TOSA
- Counselor
- Specials- Music, PE, Library Educators
- Split Classes- Classroom based educators

Secondary School Based Level
- Library Educator
- Instructional Coach
- MTSS TOSA
- VILS Coach (middle school only)
- Non-Classroom assigned SPED staff

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- Counselor
- Cover during prep- Classroom based educators

Other
- EA's with appropriate license
- Administrators (all levels, district office, cabinet)

Appendix B: Substitute Materials

Substitute Notebook/Folder Expectations

Office:
- Phone Extension Sheet with who to reach out to for support
- Emergency Procedures
- Schedule of day
- Map of building
- Dismissal Procedures
- Common Area (lunch rooms, etc.) Agreements
- PBIS Plan

Teacher:
- Class List of Student Names (including nick names and pronouns)
- Seating Charts (if applicable)
- Classroom Procedures/Agreements/Routines
- Lesson Plans and/or Emergency Sub Plans

DocuSigned by: 10/14/2022
Jeffrey Fueller Date
REA President

DocuSigned by: 10/17/2022
Dr. Danna Diaz Date
Superintendent

DocuSigned by: Amber Brune, Contract Maintenance Chair 10/14/2022
Amber Brune Date
Contract Maintenance Chair

DocuSigned by: Dr. Christopher Ortiz, Deputy Superintendent 10/17/2022
Dr. Christopher Ortiz Date
Superintendent

DocuSigned by: Brian Jay, Bargaining Chair 10/14/2022
Brian Jay Date
REA Bargaining Chair

DocuSigned by: Shaunice Silas 10/14/2022
Shaunice Silas Date
Executive Director of HCM

DocuSigned by: Wade Bakley, Principal, RHS 10/14/2022
Wade Bakley Date
Principal, RHS

DocuSigned by: Brenda Fox, Director of Employer and Labor Relations 10/14/2022
Brenda Fox Date
Director of Employer and Labor Relations

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Jelena Doney, Executive Assistant to the Deputy Superintendent

Subject: **Bond Finance and Planning Committee**

Policy: Capital Construction Program – FC

Date: October 26, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☐ Safety ☒ Equity ☐ Instructional Practice ☐ Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:

Formation of a District Financing and Bond Planning Committee is a requirement to gather stakeholder input on the financial scope and prioritization of facilities projects for a future bond. This committee will provide recommendations to the Board for future action on a bond measure.

Information regarding the charge of this committee, meeting dates, etc. is posted to this district webpage. The committee has space for approximately 25 members: 13 community members and 12 staff members. The Communications Department shared this information with families via ParentSquare and at the October 17th Parent Advisory meeting. It was also shared with staff via the Friday Memo and Keeping You Informed on September 30 and October 3 respectively. The application deadline was October 19. Currently there are 10 staff member and 10 community member slots filled.

The committee will be led by facilitators from BRIC Architecture, Inc. Facilitation will include community and stakeholder conversations to ensure the District's inclusive approach to planning bond projects. ESD112's Construction Services Group will share potential bond scenarios, and FLO Analytics will provide an updated enrollment analyses for consideration.

Previous Board Action:

Board Resolution 2021-2022-026 provided authorization for the Superintendent to pursue bond planning.

Background:
The Board was presented with the Facilities Long Range Master Plan report issued in April 2021. This report identified facilities needs that will need to be addressed to maintain schools in operable conditions within the next ten years. The Board approved the District entering into an Intergovernmental Agreement (IGA) with Educational Service District No. 112 (ESD112) Construction Services Group to provide consultation services to District leadership related to facilitation and conceptual technical documentation to assist the District in the development and analysis of existing facilities assessment data and the District Strategic Plan related to future capital improvement opportunities.

Financial Implications:
Costs associated directly with this committee re limited to the cost of facilitators ($44,520) and some an additional $2,000 has been allocated for food and supplies.

Alternatives:
Not Applicable

Staff Recommendation:
Staff recommends the Board approve the attached list of applicants to become members of the Reynolds Bond Finance and Planning Committee.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board to approve the list of Bond Finance and Planning Committee applicants as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Bond Planning and Finance Committee

Member List

	Staff Members	
1	Christopher Ortiz	Deputy Superintendent
2	Stephanie Field	Executive Director of Communications and Community Relations
3	Anthony Lebron	Chief Financial Officer
4	Heidi Steen	Director of Financial Services
5	Mike Wilson	District Athletic Director
6	April Albers	Director of Multilingual Education
7	John Dixon	Principal, Glenfair Elementary
8	Rebecca Gerringer	Teacher, HB Lee Middle School
9	Gary Schuh	Instructional Technology TOSA
10	Brent Perrin	Director of Facilities
11	Karen Roney	PE Teacher, Woodland Elementary
12	TBD	Operations Support Team Member

	Community Members	
1	Andrea Beil	Parent
2	Cassandra Duprey	Parent
3	Artigas Bonifacio	Parent and Substitute Teacher
4	Alyssea Cephas	Parent
5	Sarbina Aguilera	Parent
6	Sarah Traglio	Parent
7	Erika Teyema	Parent
8	Kristy Curletto	Community Member / Former Parent
9	Jillian Beck-Bryant	Parent and Staff Member
10	April Wilson	Parent and Staff Member
11		
12		
13		

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Kaylie Jeffries, Executive Assistant to the Superintendent
Subject:	**Board Reports and Discussion**
Policy:	Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date:	October 26, 2022

Action ☐
Report ☒

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

a. Individual Board Member Reports or Announcements
b. Upcoming Board Meetings
    i. Board Business Meeting: November 16, 2022
c. First Reading: Board Student Outcome Goals
d. First Reading: Board Monitoring Calendar
e. Board Discussion

Reynolds School District

Student Outcomes Focused Governance Model

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

MISSION

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.

Reynolds School District

VISION

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

CORE BELIEFS & COMMITMENTS

SAFETY

We believe that all students, families, and staff deserve a safe and secure learning environment.
We commit to providing physical and emotional safety across the Reynolds community.

EQUITY

We believe that equitable practices allow everyone within the Reynolds community to thrive.
We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

469

INSTRUCTIONAL PRACTICES

We believe that high-quality, first-time instruction will eliminate the opportunity gap.
We commit to setting high expectations and providing intentional professional development for instructional leaders.

ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people.
We commit to becoming an inclusive and positive organizational culture.

Board Student Outcome Goals

Goal 1.i: 3rd Grade Reading

Increase the percentage of 3rd grade students whose scores on STAR Reading meet or exceed grade level benchmark from 22% to 80% by August 2026.

470

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
22%	32%	(40%)	(52%)	(66%)	(80%)

Board Student Outcome Goals

Goal 2.i: 5th Grade Math

Increase the percentage of 5th grade students whose scores on STAR Math meet or exceed grade level benchmark from 27% to 80% by August 2026.

471

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
27%	32%	(41%)	(51%)	(64%)	(80%)

Board Student Outcome Goals

Goal 3.i: 8th Grade Math

Increase the percentage of 8th grade students whose scores on STAR Math meet or exceed grade level benchmark from 24% to 80% by August 2026.

472

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
24%	26%	(40%)	(53%)	(66%)	(80%)

Board Student Outcome Goals

Goal 4.i: 9th Grade On Track

Increase the percentage of 9th grade students who are on track to graduate from 47% to 90% by August 2026.

473

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
47%	(55%)	(65%)	(77%)	(85%)	(90%)

Board Student Outcome Goals

Goal 5.i: 4 Year Graduation Rate

Increase the percentage of the 4 Year cohort graduation rate from 57% to 85% by August 2026.

474

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
57%	(60%)	(65%)	(72%)	(81%)	(85%)

Reynolds School District

Questions

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Student Outcome Goals, Performance Measures, and Guardrails

Monitoring Calendar (2022-2023)

Reynolds School District

Month	Goal	Report Focus	Department
August	5.iv	ELD	Student & Family Services
	5.iv	Equity Committee Timeline	Equity
September	3.iv	Budget Input and AFSS Process Update	Superintendent
	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	OSAS Data and Final ELPA / Summer School	Academics
October	5.iv	Synergy Dashboard	Student Information
	3.iv	Budget Input and AFSS Process Update	Superintendent
	1-5.ii.a-d	At-A-Glance Profiles	Academics
	3.iv.b	2021-2022 SIA Annual Report	Academics
November	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	Academic Data (STAR / Formative Assessments)	Academics
	2.iv	Teacher Turn-Over Rate / Staffing / Movement / Substitute Rates / Attendance	HCM
	2.iv	Exit Interview Data	HCM
	5.iv.a	Attendance Rates (students)	Student & Family Services
December	5.iv	Article 18 / Discipline / Suspensions	Student & Family Services
	3.iv.a	Budget Priorities	Finance / Communications
	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	SIP/DIP Formative Review	Academics / Schools
January	4.iv	MTSS Framework	Student & Family Services
	5.iv	TAG Numbers	Student & Family Services
	5.iv	Chronic Absenteeism	Student & Family Services
	2.iv	Mobility Rate Report	Student & Family Services
February	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	Midyear Student Achievement-STAR, 9th grade and 4-year cohort	Academics
	3.iv.b	Aligning for Student Success	Academics / Finance
March	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	SIP/DIP Midyear Review	Academics / Schools
	1.iv.b	Bullying Prevention and Education Campaign and Data	Student & Family Services
April	5.iv	Article 18 / Discipline	Student & Family Services
	1.iv.b, 4.iv.b	Healthy Teen Survey	Student & Family Services
May	4.iv.a	CEE Survey Data	Academics
	2.i, 3.i	Math Adoption	Academics
	1.iv.b	SEL Curriculum Adoption	Student & Family Services
	1.iv.a	Safety Incident Reporting Response Time	Operations
June	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	Academics Data (STAR / Summative Assessment / ELPA)	Academics
	1.i, 2.i, 3.i, 4.i. 5.i, 6.i	SIP/DIP - End of Year Progress	Schools/Academics
	4.iv.c	Social Worker and Counselor Contacts	SFS

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To:	Board of Directors
From:	Dr. Danna Diaz, Superintendent of Schools
Prepared by:	Kaylie Jeffries, Executive Assistant to the Superintendent
Subject:	**Adjourn**
Policy:	Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF
Date:	October 26, 2022

Action ☒
Report ☐

Connection to School Board Core Beliefs and Commitments

☒ Safety ☒ Equity ☒ Instructional Practice ☒ Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Adjournment