



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**

November 16, 2022

7:00 PM

Wood Village City Hall

24200 NE Halsey

Wood Village, Oregon 97060

I.	<b>6:00p - Executive Session</b>	<b>3</b>
	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.	<b>7:00p - Call to Order</b>	<b>4</b>
	A. Roll Call	
	B. Consider Approval of the November 16, 2022 Agenda	
	C. Pledge of Allegiance	
	D. Land Acknowledgement	
III.	<b>7:10p - Board Recognition</b>	<b>6</b>
	A. Student Recognition	7
	B. Volunteer/Community Partner Recognition	8
	C. Staff Recognition	12
IV.	<b>7:20p - Public to be Heard</b>	<b>13</b>
	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.	<b>7:40p - Bargaining Group Updates</b>	<b>14</b>
VI.	<b>7:55p - Presentation to the Board</b>	
	A. Student Outcome Monitoring Report: Fall STAR Assessment Data	15
	B. Student Outcome Monitoring Report: Human Capital Management	39
	C. Student Outcome Monitoring Report: Student Attendance	54
	D. First Reading: District Equity Policy - GCCB/GDCB/IKAAA	66
VII.	<b>8:25p - Superintendent's Reports</b>	
	A. Announcements/Reports	72
	B. Communications Report	76
	C. Financial Report	77
	D. Enrollment Report	80
VIII.	<b>8:45p - Consent Agenda</b>	<b>83</b>

A.	Approval of Personnel Order	
B.	Approval of Prior Meeting Minutes	84
C.	RLA Field Trip: Earth Science Trip to the Oregon Coast	87
D.	Intergovernmental Agreement with Linn Benton Lincoln Education Service District for E-Rate Services	98
E.	Intergovernmental Agreement with Safe Routes to School	105
F.	Policy Updates: Second Reading (Section G: Personnel and DJC-AR: Special Procurements and Exemptions from Competitive Bidding)	112
IX.	<b>8:50p - Action Items</b>	
A.	Elementary Staff and Student Calendar Revision	339
B.	OSBA Elections	350
i.	Position 17 Board of Director Candidate	352
ii.	Resolution to adopt the OSBA Legislative Priorities and Principles as recommended by the Legislative Policy Committee	359
X.	<b>9:05p - Board Reports and Discussion</b>	<b>363</b>
A.	Individual Board Members - Announcements and Reports	
B.	Upcoming Board Meetings	
XI.	<b>9:15p - Adjourn</b>	<b>364</b>



*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: November 16, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

**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, ORS 192.660(2)(d) Negotiations, and ORS 192.660(2)(h) Legal Counsel.

Executive Session is closed to the public.



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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: Call to Order**

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: November 16, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

**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.

**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 November 16, 2022 agenda as presented.
- 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



*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.

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: November 16, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**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.

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**Summary:**

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

- Student Recognition:
- Community Partner Recognition:
- Staff Recognition:



Reynolds School Board  
**STUDENT RECOGNITION**

November 2022

7

**Felipe Gomez**





Reynolds School Board  
**COMMUNITY PARTNER OF THE MONTH**  
November 2022

**Lisa Alexander**





Reynolds School Board  
**COMMUNITY PARTNER OF THE MONTH**  
November 2022

**Sahson Dehkordi**





Reynolds School Board  
**COMMUNITY PARTNER OF THE MONTH**  
November 2022

**Nick Thompson**





Reynolds School Board  
**COMMUNITY PARTNER OF THE MONTH**  
November 2022

**Eric Flener**





Reynolds School Board  
**STAFF RECOGNITION**

November 2022

12

**Jon Gotchall**





*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: November 16, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

**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.



*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: Bargaining Unit Updates**  
Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)  
Date: November 16, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**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.

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**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



*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 Systems Improvement

**Subject: Fall 2022 STAR Assessment and 9<sup>th</sup> Grade on Track**

Policy: [Assessment Program – IL](#)

Date: November 16, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

**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:**

Rachel Aazzerah, Director of Assessment and Systems Improvement, will give an update on Reynold School District’s Fall 2022 STAR Assessment proficiency data for 3<sup>rd</sup> Grade Reading, 5<sup>th</sup> Grade Math, and 8<sup>th</sup> Grade Math as well as review 2021-2022 9<sup>th</sup> Grade On Track data.

**Previous Board Action:**

Not Applicable

**Background:**

Reynolds School District has adopted a Student-Outcome-Focused Governance Model for setting both Superintendent Goal Performance Measures and Board Student Outcome Goals. This presentation will give an update on Reynolds student performance on 3<sup>rd</sup> Grade Reading, 5<sup>th</sup> Grade Math and 8<sup>th</sup> Grade Math on the Renaissance STAR suite of assessments.

In addition, the Oregon Department of Education collects data each year on the percentage of students that have earned at least six or more credits during their 9<sup>th</sup> grade year (On Track to Graduate). This metric is used as an early warning system indicator to predict which students are on track to graduate within four years. Both the 9<sup>th</sup> Grade on Track and four-year graduation cohort data are also Superintendent Performance Measures and Board Student Outcome Goals.

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable



Superintendent Goal  
Performance Measures &  
Board Student Outcome  
Goals-  
Fall 2022 STAR Cohort &  
9<sup>th</sup> Grade On Track

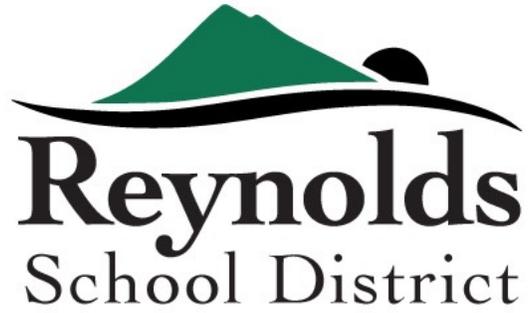
November 16, 2022

*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.



## 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.

# Board Student Outcome Goals

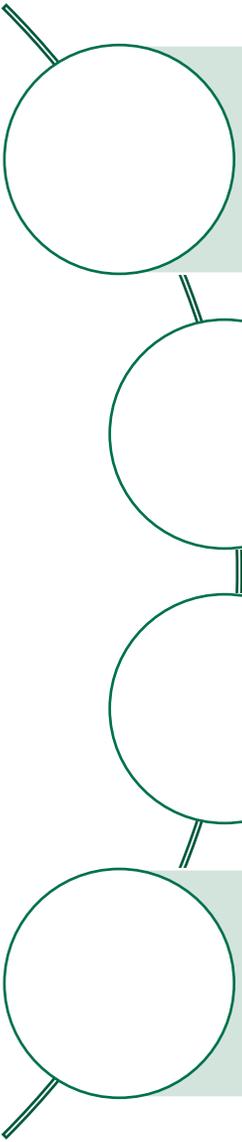
## Goal 1.i: 3<sup>rd</sup> Grade Reading

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.

19

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
22%	(32%)*	(40%)	(52%)	(66%)	(80%)
	( ) Goal				
	*Goal Reached				

# Superintendent Goal Performance Measures



**Goal 1.ii.a:** Increase the percentage of 3rd grade students who receive English Language Learner services and whose scores on STAR Reading meet or exceed benchmark from 16% to 30% by August 2023.

**Goal 1.ii.b:** Increase the percentage of 3rd grade students who receive Special Education services and whose scores on STAR Reading meet or exceed benchmark\* from 22% to 34% by August 2023.

**Goal 1.ii.c:** Increase the percentage of Black/African American 3rd grade students whose scores on STAR Reading meet or exceed benchmark from 27% to 38% by August 2023.

**Goal 1.ii.d:** Increase the percentage of Latino 3rd grade students whose scores on STAR Reading meet or exceed benchmark from 24% to 35% by August 2023.

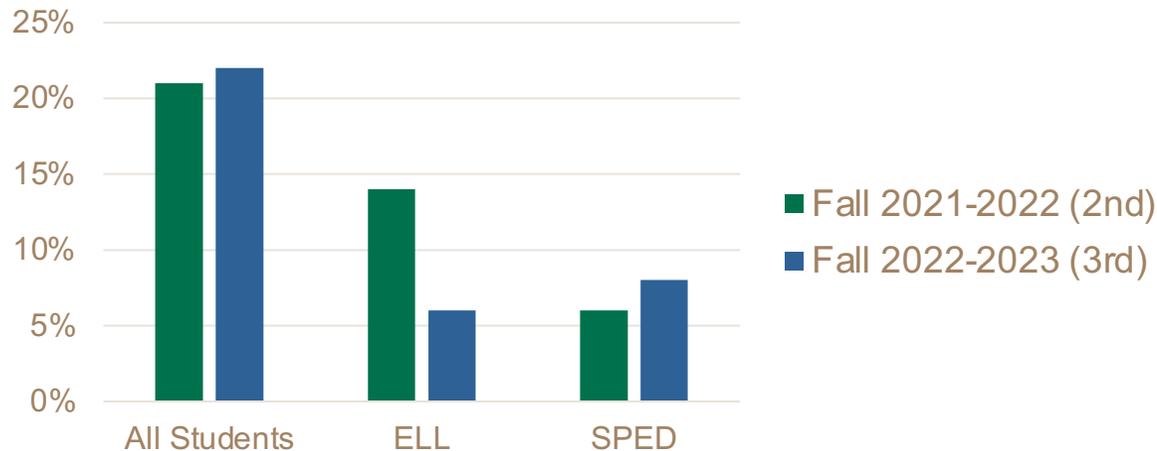
20

# Fall 2021 2<sup>nd</sup> Grade and Fall 2022 3<sup>rd</sup> Grade STAR-Reading Proficiency District Wide

Reading	Fall 2021	Fall 2022	
All Students	21%	22%	↑
ELL	14%	6%	↓
SPED	6%	8%	↑

\*Scoring 40<sup>th</sup> Percentile on the STAR Reading Assessment.

Fall 2021 2<sup>nd</sup> Grade and Fall 2022 3<sup>rd</sup> Grade STAR-Reading Proficiency Rate District Wide

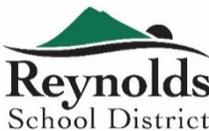


**All Student Comparison Trend:**  
**1% Increase between the Fall of 2021 and Fall of 2022 (2<sup>nd</sup> Grade vs. 3<sup>rd</sup> Grade)**

Race	% Met & Exceeds Fall 2021	% Met & Exceeds Fall 2022	
American Indian or Alaska Native	**	**	↑
Asian	26%	30% <sup>21</sup>	↑
Black/AA	13%	10%	↓
Latinx/o/a	18%	15%	↓
Multiple	21%	26%	↓
White	26%	30%	↑

\*\*Less than 15 students

93% Participation (Fall 2021)  
 99% Participation (Fall 2022)

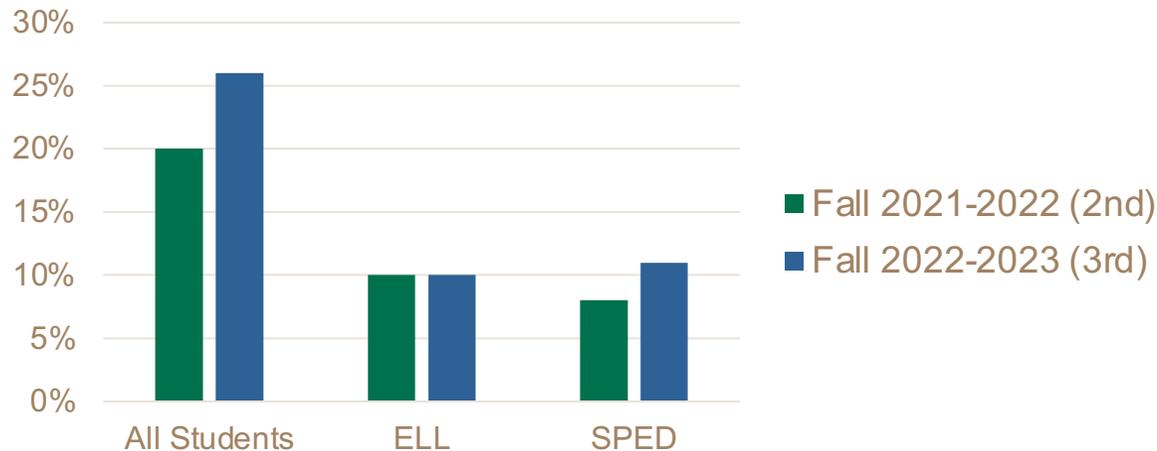


# Fall 2021 2<sup>nd</sup> Grade and Fall 2022 3<sup>rd</sup> Grade Cohort STAR-Reading Proficiency District Wide

Reading	Fall 2021	Fall 2022	
All Students	20%	26%	↑
ELL	10%	10%	→
SPED	8%	11%	↑

\*Scoring 40<sup>th</sup> Percentile on the STAR Reading Assessment.

Fall 2021 2<sup>nd</sup> Grade and Fall 2022 3<sup>rd</sup> Grade Cohort STAR- Reading Proficiency Rate District Wide



All Student Cohort Comparison Trend:  
6% increase between the Fall of 2021 and Fall of 2022 (2<sup>nd</sup> Grade vs. 3<sup>rd</sup> Grade)

Race	% Met & Exceeds Fall 2021	% Met & Exceeds Fall 2022	
American Indian or Alaska Native	**	**	↑
Asian	30%	40% <sup>22</sup>	↑
Black/AA	15%	13%	↓
Latinx/o/a	17%	17%	→
Multiple	16%	26%	↑
White	24%	35%	↑

\*\*Less than 15 students

# Board Student Outcome Goals

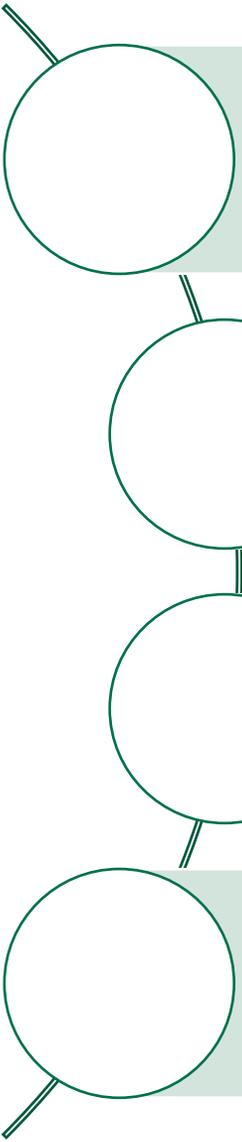
## Goal 2.i: 5<sup>th</sup> Grade Math

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.

23

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
27%	31% (32%)	(41%)	(51%)	(64%)	(80%)
	( ) Goal				

# Superintendent Goal Performance Measures



**Goal 2.ii.a:** Increase the percentage of 5th grade students who receive English Language Learner services and whose scores on STAR Math meet or exceed benchmark from 19% to 31% by August 2023.

**Goal 2.ii.b:** Increase the percentage of 5th grade students who receive Special Education services and whose scores on STAR Math meet or exceed benchmark from 20% to 32% by August 2023.

**Goal 2.ii.c:** Increase the percentage of Black/African American 5th grade students whose scores on STAR Math meet or exceed benchmark from 30% to 42% by August 2023.

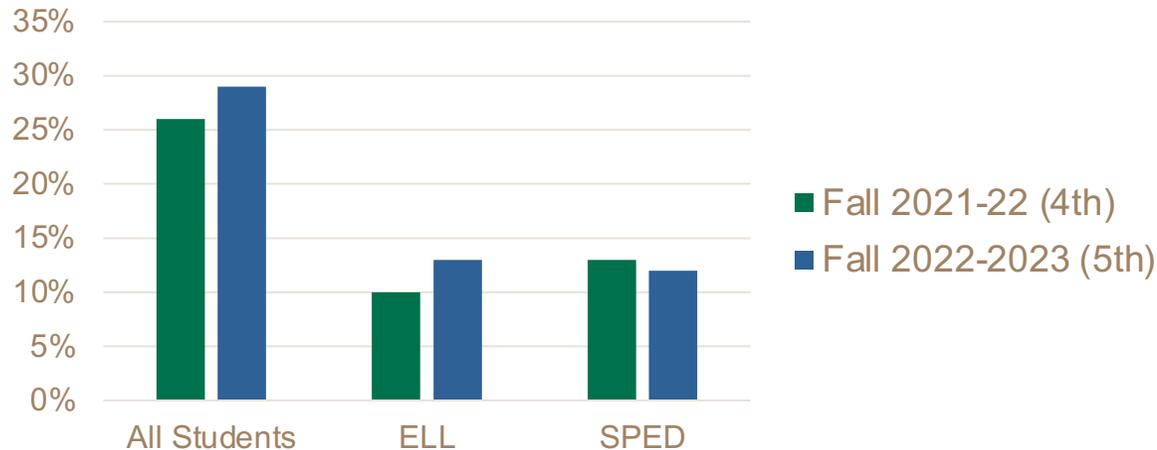
**Goal 2.ii.d:** Increase the percentage of Latino 5th grade students whose scores on STAR Math meet or exceed benchmark from 27% to 37% by August 2023.

# Fall 2021 4th Grade and Fall 2022 5th Grade STAR-Math Proficiency District Wide

Math	Fall 2021	Fall 2022	
All Students	26%	28%	↑
ELL	10%	13%	↑
SPED	13%	12%	↓

\*Scoring 40<sup>th</sup> Percentile or higher on the STAR Math Assessment

Fall 2021 4th Grade and Fall 2022 5th Grade STAR-Math Proficiency Rate District Wide



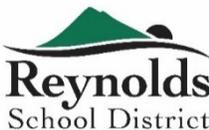
All Student Comparison Trend:  
2% Increase between the Fall of 2021 and Fall of 2022 (4th Grade vs. 5th Grade)

Race	% Met & Exceeds Fall 2021	% Met & Exceeds Fall 2022	
------	---------------------------	---------------------------	--

American Indian or Alaska Native	**	**	↑
Asian	27%	24%	↓ <sup>25</sup>
Black/AA	19%	20%	↑
Latinx/o/a	20%	24%	↑
Multiple	29%	35%	↑
White	36%	37%	↑

\*\*Less than 15 students

91% Participation (Fall 2021)  
98% Participation (Fall 2022)

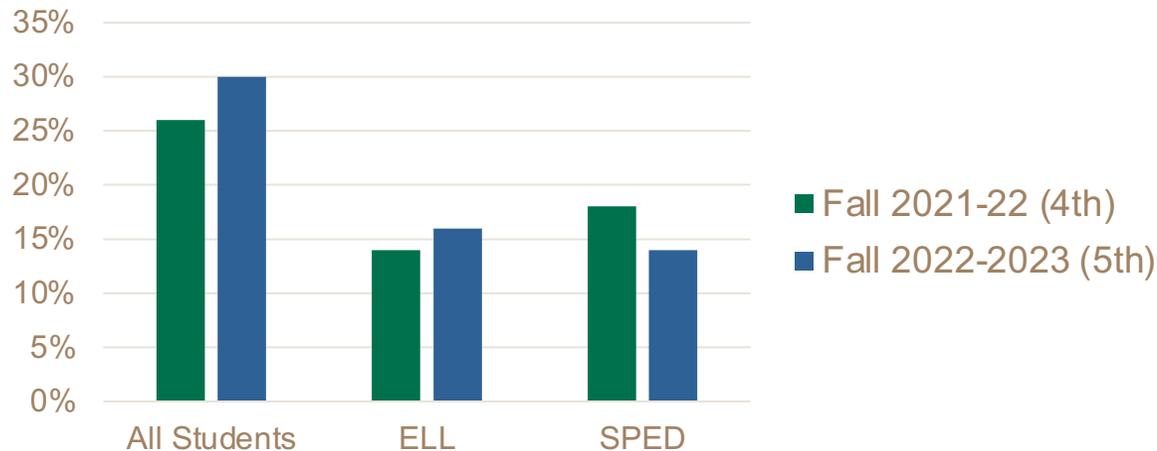


# Fall 2021 4th Grade and Fall 2022 5th Grade Cohort STAR-Math Proficiency District Wide

Math	Fall 2021	Fall 2022	
All Students	26%	30%	↑
ELL	14%	16%	↑
SPED	18%	14%	↓

\*Scoring 40<sup>th</sup> Percentile or higher on the STAR Math Assessment

Fall 2021 4th Grade and Fall 2022 5th Grade Cohort STAR-Math Proficiency Rate District Wide



All Student Cohort Comparison Trend: 4% increase between the Fall of 2021 and Fall of 2022 (4th Grade vs. 5th Grade)

Race	% Met & Exceeds Fall 2021	% Met & Exceeds Fall 2022	
------	---------------------------	---------------------------	--

American Indian or Alaska Native	**	**	↑
Asian	25%	23%	↓ <sup>26</sup>
Black/AA	23%	25%	↑
Latinx/o/a	15%	18%	↑
Multiple	31%	39%	↑
White	34%	40%	↑

\*\*Less than 15 students

# Board Student Outcome Goals

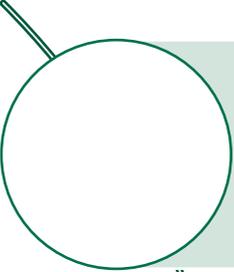
## Goal 3.i: 8<sup>th</sup> Grade Math

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.

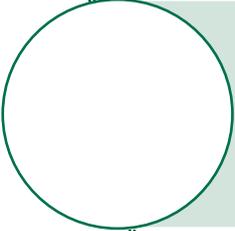
27

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
24%	22% (26%)	(40%)	(53%)	(66%)	(80%)
	<input type="checkbox"/> Goal				

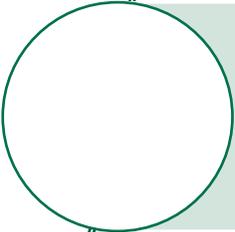
# Superintendent Goal Performance Measures



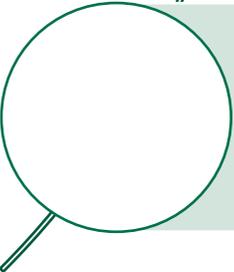
**Goal 3.ii.a:** Increase the percentage of 8<sup>th</sup> grade students who receive English Language Learner services and whose scores on STAR Math meet or exceed benchmark from 18% to 32% by August 2023.



**Goal 3.ii.b:** Increase the percentage of 8th grade students who receive Special Education services and whose scores on STAR Math meet or exceed benchmark from 15% to 30% by August 2023.



**Goal 3.ii.c:** Increase the percentage of Black/African American 8th grade students whose scores on STAR Math meet or exceed benchmark from 17% to 31% by August 2023.



**Goal 3.ii.d:** Increase the percentage of Latino 8<sup>th</sup> grade students whose scores on STAR Math meet or exceed benchmark from 32% to 46% by August 2023.

28

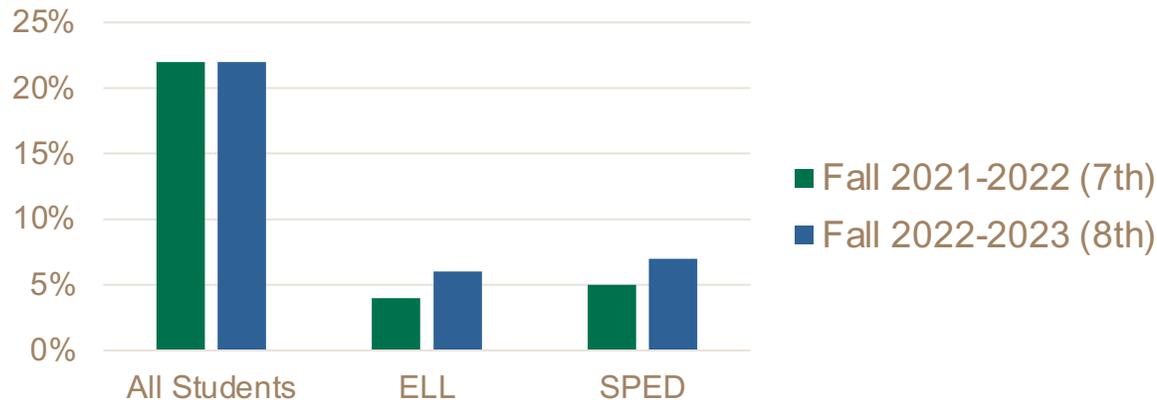
# Fall 2021 7th Grade and Fall 2022 8th Grade STAR-Math Proficiency District Wide

**All Student Comparison Trend: Maintained at 22% Proficiency between the Fall of 2021 and Fall of 2022 (7th Grade vs. 8th Grade)**

Math	Fall 2021	Fall 2022	
All Students	22%	22%	→
ELL	4%	6%	↑
SPED	5%	7%	↑

\*Scoring 40<sup>th</sup> Percentile or higher on the STAR Math Assessment.

**Fall 2021 7th Grade and Fall 2022 8th Grade STAR-Math Proficiency Rate District Wide**



Race	% Met & Exceeds Fall 2021	% Met & Exceeds Fall 2022	
American Indian or Alaska Native	**	**	↑
Asian	33%	27%	↓
Black	14%	12%	↓
Latinx	16%	17%	↑
Multiple	18%	17%	↓
White	30%	30%	→

\*\*Less than 15 students

85% Participation (Fall 2021)  
98% Participation (Fall 2022)



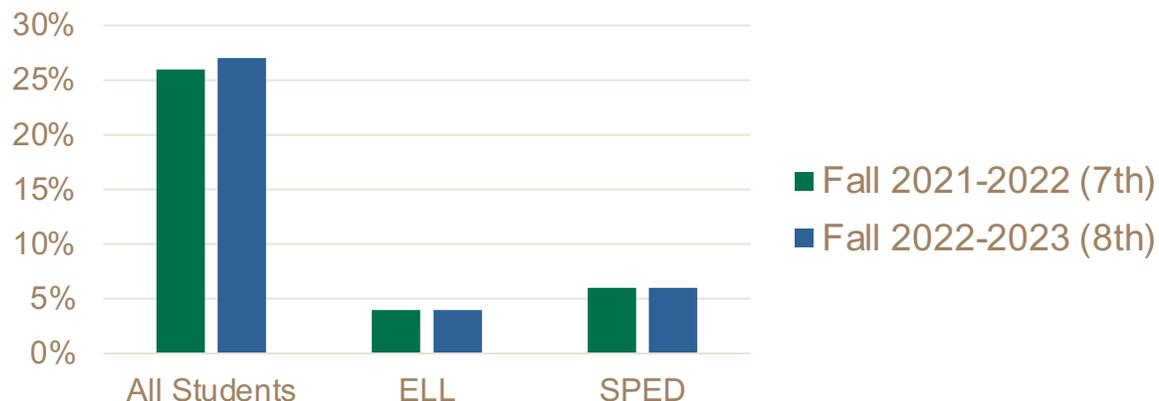
# Fall 2021 7th Grade and Fall 2022 8th Grade Cohort STAR-Math Proficiency District Wide

**All Student Cohort Comparison Trend:  
1% increase in Proficiency between the Fall of 2021 and Fall of 2022 (7th vs. 8th Grade)**

Math	Fall 2021	Fall 2022	
All Students	26%	27%	↑
ELL	4%	4%	→
SPED	6%	6%	→

\*Scoring 40<sup>th</sup> Percentile or higher on the STAR Math Assessment.

**Fall 2021 7th Grade and Fall 2022 8th Grade Cohort STAR-Math Proficiency Rate District Wide**



Race	% Met & Exceeds Fall 2021	% Met & Exceeds Fall 2022	
American Indian or Alaska Native	**	**	↑
Asian	35%	33%	↓
Black	20%	18%	↓
Latinx	17%	21%	↑
Multiple	26%	25%	↓
White	30%	36%	↑

\*\*Less than 15 students



# Board Student Outcome Goals

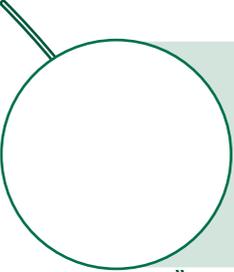
## Goal 4.i: 9<sup>th</sup> Grade On Track

Increase the percentage of 9th grade students who are on track to graduate from 47% to 90% by August 2026.

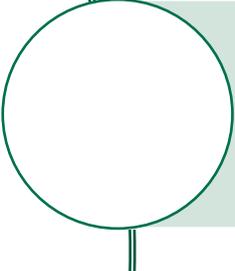
31

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
47%	66%** (55%) ( ) Goal	(65%)	(77%)	(85%)	(90%)
	**Goal Exceeded				

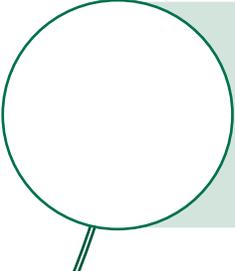
# Superintendent Goal Performance Measures



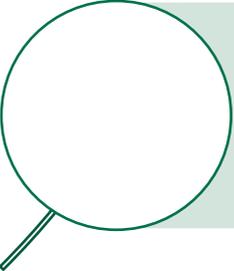
**Goal 4.ii.a:** Increase the percentage of 9<sup>th</sup> grade students who receive English Language Learner services that are on track to graduate from 52% to 62% by August 2023.



**Goal 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.



**Goal 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.



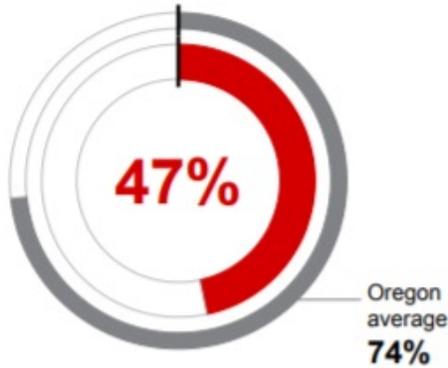
**Goal 4.ii.d:** Increase the percentage of Latino 9th grade students that are on track to graduate from 48% to 58% by August 2023.

32

# 2020-2021 and 2021-2022 9<sup>th</sup> Grade On Track\*

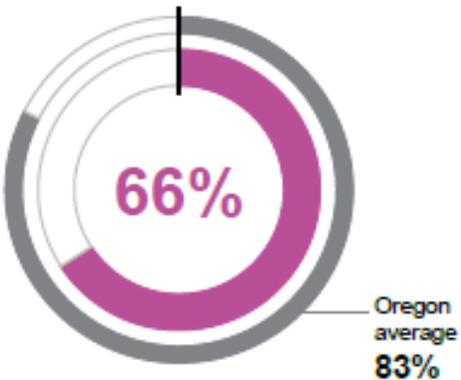
## Grade 9 ON-TRACK TO GRADUATE

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

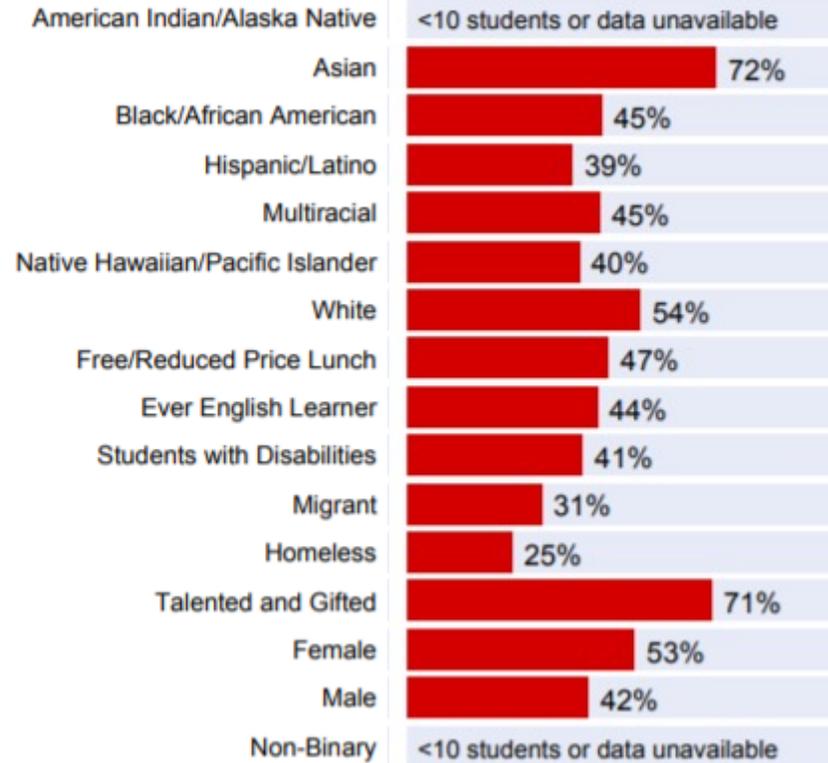


## ON-TRACK TO GRADUATE

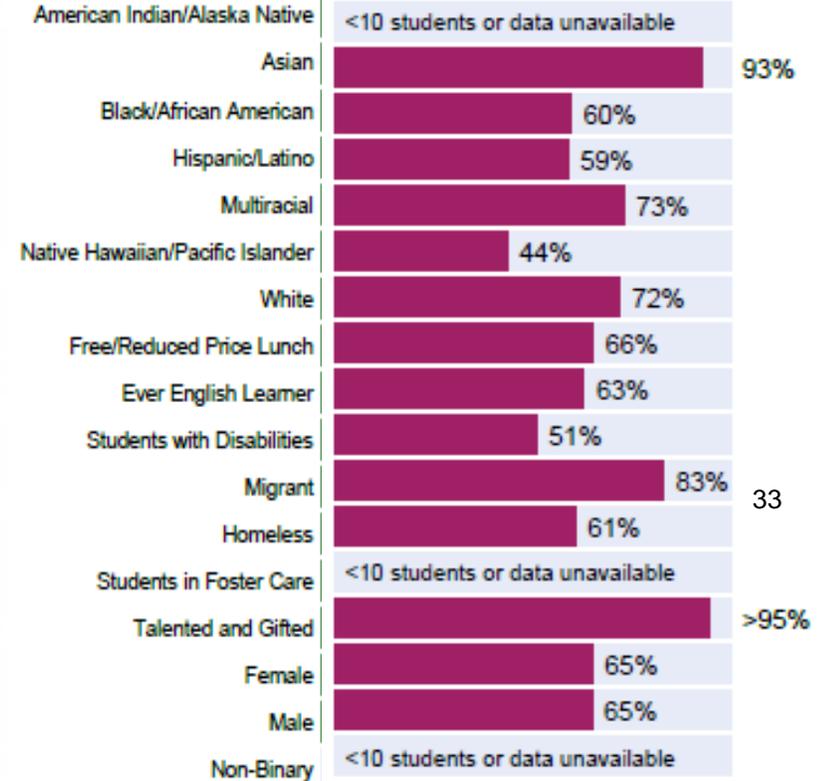
Students earning one-quarter of graduation credits in their 9th grade year.



### 2020-2021



### 2021-2022





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



## STUDENT OUTCOME GOAL MONITORING REPORT

<b>Goal 1.i</b>	Increase the percentage of 3 <sup>rd</sup> grade students whose scores on STAR Reading meet or exceed grade level benchmark from 22% of 80% by August 2026.					
	<b>Fall 2021</b> 22% (baseline)	<b>August 2022</b> 32%	<b>August 2023</b> (40%)	<b>August 2024</b> (52%)	<b>August 2025</b> (66%)	<b>August 2026</b> (80%)

Superintendent Goal Performance Measures

1.ii.a	Increase the percentage of 3rd grade students who receive English Language Learner services and whose scores on STAR Reading meet or exceed benchmark* from 16% to 30% by August 2023.
1.ii.b	Increase the percentage of 3rd grade students who receive Special Education services and whose scores on STAR Reading meet or exceed benchmark* from 22% to 34% by August 2023.
1.ii.c	Increase the percentage of Black/African American 3rd grade students whose scores on STAR Reading meet or exceed benchmark* from 27% to 38% by August 2023.
1.ii.d	Increase the percentage of Latinx 3rd grade students whose scores on STAR Reading meet or exceed benchmark* from 24% to 35% by August 2023.

**Goal Status:** Off Track\*

When comparing cohort data (the same group of students who were in second grade last fall [2021] and are now third grade students this fall [2022]), there was an overall six percent increase (20% vs. 26%) in the number of students (all students) who met and or exceeded on the STAR-Reading assessment (See Table 1). For students receiving English Language Learner services the percentage who met or exceeded remained the same at ten percent, while students who receive Special Education services saw a three percent increase (8% vs. 11%). There was a two percent decline for Black/African American students (15% vs. 13%), and the percentage of Latinx/o/a students remained the same at seventeen percent. In the fall of 2021 we had a ninety-three percent participation and this fall (2022) we had a ninety-nine percent participation rate across the district for the third grade STAR-Reading assessment. With more of the student population being assessed, we see a more accurate representation of how students are performing in regard to grade level standards.

\*On Track or Off Track for this Goal, when looking at cohort data, the Fall 2022 group of third grade students is starting with a higher baseline percentage (26% vs. 22%) of last years' third grade students who met or exceeded on the STAR-assessment. An additional data point comparison, winter (2022 vs 2023) STAR-Reading is needed in order to triangulate the data to make a more valid prediction of whether this years' third grade students will meet the goal set for August 2023.

Table 1. Fall 2021 2<sup>nd</sup> Grade STAR-Reading vs Fall 2022 3<sup>rd</sup> Grade STAR-Reading Proficiency

STAR-Reading (Percent Meets/Exceeds)		
	Fall 2021 (2nd Grade)	Fall 2022 (3rd Grade)
<b>All Students</b>	20%	26%
<b>English Language Learners</b>	10%	10%
<b>Special Education</b>	8%	11%
<b>Black/African American</b>	15%	13%
<b>Latinx/o/a</b>	17%	17%

<b>Goal 2.i</b>	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.					
	<b>Fall 2021</b> 27% (baseline)	<b>August 2022</b> 32%	<b>August 2023</b> (41%)	<b>August 2024</b> (51%)	<b>August 2025</b> (64%)	<b>August 2026</b> (80%)

Superintendent Goal Performance Measures

2.ii.a	Increase the percentage of 5th grade students who receive English Language Learner services and whose scores on STAR Math meet or exceed benchmark* from 19% to 31% by August 2023.
2.ii.b	Increase the percentage of 5th grade students who receive Special Education services and whose scores on STAR Math meet or exceed benchmark* from 20% to 32% by August 2023.
2.ii.c	Increase the percentage of Black/African American 5th grade students whose scores on STAR Math meet or exceed benchmark* from 30% to 42% by August 2023.
2.ii.d	Increase the percentage of Latinx 5th grade students whose scores on STAR Math meet or exceed benchmark* from 27% to 37% by August 2023.

**Goal Status:** Off Track\*\*

When comparing cohort (the same group of students who were in fourth grade last fall (2021) and are now fifth grade students this fall (2022), there was an overall four percent increase (26% vs. 30%) in regard to the number of students (all students) who met and or exceeded on the STAR-Math assessment (See Table 2). For students receiving English Language Learner services there was a two percent increase (14% vs. 16%) and for students receiving Special Education services there was a four percent decline (18% vs. 14%). There was a two percent increase (23% vs. 25%) for Black/African American students and a three percent increase (15% vs. 18%) in performance for Latinx/o/a students. In the fall of 2021, we had a ninety-one percent participation and this fall (2022) we had a ninety-eight percent participation rate. With more of the student population being assessed we see a more accurate representation of how students are performing in regard to grade level standards.

\*\*On Track or Off Track for this goal, when looking at cohort data, the Fall 2022 group of fifth grade students is starting with a higher baseline percentage (30% vs. 27%) of last years' fifth grade students who met or exceeded on the STAR-assessment. An additional data point comparison, winter (2022 vs 2023) STAR-Math is needed in order to triangulate the data to make a more valid prediction of whether this years' fifth grade students will meet the goal set for August 2023.

Table 2. Fall 2021 4th Grade STAR-Math vs Fall 2022 5th Grade STAR-Math Proficiency

STAR-Math (Percent Meets/Exceeds)		
	Fall 2021 (4th Grade)	Fall 2022 (5th Grade)
All Students	26%	30%
English Language Learners	14%	16%
Special Education	18%	14%
Black/African American	23%	25%
Latinx/o/a	15%	18%

<b>Goal 3.i</b>	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.					
	<b>Fall 2021</b> 24% (baseline)	<b>August 2022</b> 26%	<b>August 2023</b> (40%)	<b>August 2024</b> (53%)	<b>August 2025</b> (66%)	<b>August 2026</b> (80%)

Superintendent Goal Performance Measures

3.ii.a	Increase the percentage of 8th grade students who receive English Language Learner services and whose scores on STAR Math meet or exceed benchmark* from 18% to 32% by August 2023.
3.ii.b	Increase the percentage of 8th grade students who receive Special Education services and whose scores on STAR Math meet or exceed benchmark* from 15% to 30% by August 2023.
3.ii.c	Increase the percentage of Black/African American 8th grade students whose scores on STAR Math meet or exceed benchmark* from 17% to 31% by August 2023.
3.ii.d	Increase the percentage of Latinx 8th grade students whose scores on STAR Math meet or exceed benchmark* from 32% to 46% by August 2023.

**Goal Status: Off Track\*\*\***

When comparing cohort (the same group of students who were in seventh grade last fall [2021] and are now eighth grade students this fall [2022]), the percentage of students (all students) who met and or exceeded on the STAR-Math assessment increased by one percent (26% vs 27%) (See Table 3). For students receiving English Language Learner services the percentage maintained at four percent, and for students receiving Special Education services the percentage maintained at six percent. The percentage of Black/African American students decreased by two percent (20% vs. 18%), and there was a four percent increase (17% vs. 21%) in performance for Latinx/o/a students. In the fall of 2021, we had an eighty-five percent participation and this fall (2022) we had a ninety-eight percent participation rate. With more of the student population being assessed we see a more accurate representation of how students are performing in regard to grade level standards.

\*\*\*On Track or Off Track for this Goal, when looking at cohort data, the Fall 2022 group of eighth grade students is starting with a higher baseline percentage (27% vs. 24%) of last years' eighth grade students who met or exceeded on the STAR-assessment. An additional data point comparison, winter (2022 vs 2023) STAR-Math is needed in order to triangulate the data to make a more valid prediction of whether this years' eighth grade students will meet the Goal set for August 2023.

Table 3. Fall 2021 7th Grade STAR-Math vs Fall 2022 8th Grade STAR-Math Proficiency

STAR-Math (Percent Meets/Exceeds)		
	Fall 2021 (7th Grade)	Fall 2022 (8th Grade)
<b>All Students</b>	26%	27%
<b>English Language Learners</b>	4%	4%
<b>Special Education</b>	6%	6%
<b>Black/African American</b>	20%	18%
<b>Latinx/o/a</b>	17%	21%

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

Superintendent Goal Performance Measures

4.ii.a	Increase the percentage of 9 <sup>th</sup> 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 9 <sup>th</sup> 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 9 <sup>th</sup> grade students that are on track to graduate from 53% to 63% by August 2023.
4.ii.d	Increase the percentage of Latinx 9 <sup>th</sup> grade students that are on track to graduate from 48% to 58% by August 2023.

**Goal Status: On Track**

During the 2021-2022 school year, sixty-six percent of ninth grade students at Reynolds High School earned one-fourth of the credits needed in order to earn a high school diploma (See Table 4 on page 5). This was a nineteen percent increase from the 2020-2021 school year and exceeded the goal set for August 2022 by eleven percent. The overall trend when comparing 2020-2021 and 2021-2022 was an increase in the percentage of students earning one-fourth of their credits needed to earn a high school diploma for every demographic group.

Table 4. 2020-2021 vs 2021-2022 Ninth Grade on Track Proficiency

9th Grade on Track*	2020-2021	2021-2022	Δ	Two-Year Trend
Demographic	(% on Track)	(% On Track)	(% Change)	Increase/Decrease
American Indian/Alaska Native	<10 students	67	**	
Asian	72	93.3	21.3	↑
Black/African American	45	60.8	15.8	↑
Hispanic/Latino	39	58.1	19.1	↑
Multiracial	45	73	28	↑
Native Hawaiian/Pacific Islander	40	44	4	↑
White	54	72	18	↑
Free/Reduced Price Lunch (Economically Disadvantaged)	47	66	19	↑
Ever English Learner	44	63	19	↑
English Learner	**	47.3	**	
Students with Disabilities	41	51	10	↑
Migrant	31	83.3	52.3	↑
Homeless	25	61.1	36.1	↑
Talented and Gifted	71	97.9	26.9	↑
Female	53	65.4	12.4	↑
Male	42	65.2	23.2	↑
Non-Binary	**	100	**	
Overall RSD	47	65	18	↑
Overall RHS	47	66%	19	↑
*Students earning one-fourth of their credits needed to earn a high school diploma				



*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: Shaunice Silas, Executive Director of Human Capital Management

**Subject: Human Capital Management (HCM) Board Monitoring Report**

Policy: [Recruitment of Licensed Staff – GCC](#)

Date: November 16, 2022

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

**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:**

HCM has started designing an exit process to capture pertinent data systematically and accurately in order to mitigate factors that may improve employee retention. The Employee Exit Survey is an optional survey that every Reynolds School District employee can complete upon resigning or retiring from their position. It is an opportunity for employees to share the reasons why they chose to leave RSD and offer any feedback to improve employee retention at RSD. Key findings include:

- School-based instructional staff survey respondents who resigned from their positions and completed the employee exit survey between December 2020 and October 2022 were employed for 1-30 years.
- Teachers and instructional staff who resigned and completed the employee exit survey between December 2020 and October 2022 reported they resigned due to reasons and circumstances such as pay scale, work conditions, and personal reasons.

**Previous Board Action:**

Not Applicable

**Background:**

HRIS (Human Resource Information System) is being enhanced by developing additional supports to increase streamline and update the current employee application process, including revision of the current application process to ease candidates' pathways to information, exploration of ways to improve communication to candidates. As we review and revise current recruitment process, including exploration of new pathways used to identify potential staff, including job fairs, online referral sources, and alignment to the Reynolds School District Strategic plan and Superintendent Guardrails and Goals.

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable



# Student Outcome Monitoring Report: Human Capital Management

*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.



## 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.

# Guardrail 2.iv

**Guardrail 2.iv: The Superintendent shall not allow staff turnover rate to increase or remain the same, specifically for hard-to-fill positions.**

- **2.iv.a:** By June 2023, the retention rate of certified staff will increase from 95% to 97%.
- **2.iv.b:** By June 2023, the retention rate of classified staff will increase from 92% to 94%.
- **2.iv.c:** By June 2023, the retention rate of BIPOC certified staff will increase from 94% to 96%.
- **2.iv.d:** By June 2023, the retention rate of BIPOC classified staff will increase from 93% to 95%.
- **2.iv.e:** By June 2023, the retention rate of high-need area certified staff will increase from 94% to 96%.
- **2.iv.f:** By June 2023, the retention rate of high-need area classified staff will increase from 88% to 90%.

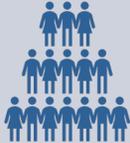
## Reynolds School District Substitute Rate

This fall we been able to increase our substitute daily rate which will allow Reynolds School District to help recruit and retain highly qualified substitute personnel.

Reynolds Pay Rates - Position	Pay Rate
Hourly Educational Assistant	\$16.74
Hourly Admin / Receptionist	\$18.77
Hourly Campus Safety Monitor	\$17.33
Hourly Secretary	\$16.34
Hourly Library Aide/Media Assistant	\$16.74
Hourly Health Assistant	\$15.83
Substitute Licensed Teacher Full Day	\$224.05
Substitute Licensed Teacher Half Day	\$112.03
Substitute Licensed Teacher Full Day Long Term	\$251.05
Substitute Licensed Teacher Half Day Long Term	\$125.53

44

# Classified Staffing



By October 2022, the retention rate of classified staff including vacancies: **73.2%**



By October 2022 the retention rate of BIPOC classified staff was: **83.87%**



By October 2022 Retention rate of hard to fill classified positions: **81.67%**

# Certified Staffing



By October 2022, the retention rate of certified staff including vacancies: **85.71%**



By October 2022 the retention rate of BIPOC certified staff was: **84.62%**



By October 2022 retention rate of hard to fill positions: **82.50%**

# Exit Survey Data

- School-based instructional staff survey respondents who resigned from their positions and completed the employee exit survey between December 2020 and October 2022 were employed for 1-30 years.
- Teachers and instructional staff who resigned and completed the employee exit survey between December 2020 and October 2022 reported they resigned due to circumstances such as pay scale, work conditions, and personal reasons.

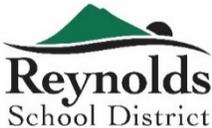
<b>Strengths:</b>	<b>Areas of Opportunity:</b>
<b>Amazing administrators and teachers</b>	Professional Development for classified staff
<b>Districts commitment to conversations re: trauma, race, equity and inclusion</b>	Communication and actions being taken by administration to ensure staff feel safe/supported
<b>Language access for families</b>	Listening to staff and providing appropriate and accessible teaching materials, supplies
<b>District wants equity for all students</b>	Students need additional support in schools.

47

# Combined Retention Data for Reynolds School District

Total Positions including Vacancies	1498
Total Positions Filled	1364
Total filled positions at 21-22 YE	1327
Retained from 2021-22	1142
Percentage retained	86.06%
Total BIPOC Staff as of Oct 31, 2022	190
Total BIPOC Staff Positions at 21-22 YE	197
BIPOC Retained from 2021-22	166
Percentage retained	84.26%

48





# Questions



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



## GUARDRAIL MONITORING REPORT

<b>Guardrail 2.iv</b>	The Superintendent shall not allow staff turnover rate to increase or remain the same, specifically for hard-to-fill positions.	
Smart Goals	2.iv.a	By June 2023, the retention rate of certified staff will increase from 95% to 97%.
	2.iv.b	By June 2023, the retention rate of classified staff will increase from 92% to 94%.
	2.iv.c	By June 2023, the retention rate of BIPOC certified staff will increase from 94% to 96%.
	2.iv.d	By June 2023, the retention rate of BIPOC classified staff will increase from 93% to 95%.
	2.iv.e	By June 2023, the retention rate of high-need area certified staff will increase from 94% to 96%.
	2.iv.f	By June 2023, the retention rate of high-need area classified staff will increase from 88% to 90%.

**SMART Goal Status:** On Track

HCM will work to develop a teacher training program to support teachers and guide them in utilizing the various supports that are available to Reynolds teachers. The goal is to target our new teachers and help them transition into the district, providing instruction on how to use the tools and resources available to them. This will help give students a consistent learning environment throughout the school and provides our teachers with the tools to make each and every student successful.

**Report Relation to Guardrail:**

HRIS (Human Resource Information System) is being enhanced by developing additional supports to increase streamline and update the current employee application process, including revision of the current application process to ease candidates’ pathways to information, exploration of ways to improve communication to candidates. As we review and revise current recruitment process, including exploration of new pathways used to identify potential staff, including job fairs, online referral sources, and alignment to the Reynolds School District Strategic plan and Superintendent Guardrails and Goals.

**Report Information:**

HCM has begun to design an exit process to capture pertinent data systematically and accurately in order to mitigate factors that may improve employee retention. The Employee Exit Survey is an optional survey that every Reynolds School District employee can complete upon resigning or retiring from their position. It is an opportunity for employees to share the reasons why they chose to leave RSD and offer any feedback to improve employee retention at RSD. Key findings include:

- School-based instructional staff survey respondents who resigned from their positions and completed the employee exit survey between December 2020 and October 2022 were employed for 1-30 years.
- Teachers and instructional staff who resigned and completed the employee exit survey between December 2020 and October 2022 reported they resigned due to reasons and circumstances such as pay scale, work conditions, and personal reasons.

**Identified areas of strength and opportunities for growth for the District based on survey feedback:**

<b>Strengths:</b>	<b>Areas of opportunity:</b>
Amazing administrators and teachers	Professional Development for classified staff
Districts commitment to conversations re: trauma, race, equity and inclusion	Communication and actions being taken by administration to ensure staff feel safe/supported
Language access for families	Listening to staff and providing appropriate and accessible teaching materials, supplies
District wants equity for all students	Students need additional support in schools.

Understanding the variables that contribute to employee departures positions the district to address controllable factors to improve employee satisfaction and retention, which will therefore, improve stakeholder trust. HCM will work to develop a robust onboarding program to support teachers and guide them in utilizing the various supports that are available to Reynolds teachers. The goal is to target our new staff to help them transition into the district, providing instruction on how to use the tools and resources available to them. We are developing and growing our Grow Your Own Program to support and provide resources for staff who have a desire to advance to a licensed or administrative position.

This fall HCM has been able to increase our substitute daily rate which will allow Reynolds School District to help recruit and retain highly qualified substitute personnel.

**Reynolds School District Substitute Rate**

<b>Reynolds Pay Rates - Position</b>	<b>Pay Rate</b>
Hourly Educational Assistant	\$16.74
Hourly Admin / Receptionist	\$18.77
Hourly Campus Safety Monitor	\$17.33
Hourly Secretary	\$16.34
Hourly Library Aide/Media Assistant	\$16.74
Hourly Health Assistant	\$15.83
Substitute Licensed Teacher Full Day	\$224.05
Substitute Licensed Teacher Half Day	\$112.03
Substitute Licensed Teacher Full Day Long Term	\$251.05
Substitute Licensed Teacher Half Day Long Term	\$125.53

### Classified Staffing

Retained from 2021-22 SY	467
Total Positions including Vacancies	638
Total Positions excluding Vacancies	536
Total BIPOC staff end of SY	93
Total End of SY Hard to Fill Positions	420
Current Retained BIPOC classified Staff	78
Current Retained Hard to Fill Positions	343
By October 2022, the retention rate of classified staff Classified staff including vacancies	73.2%
By October 2022, the retention rate of classified staff Classified staff <i>not including 2021/2022 vacancies</i>	87.13%
By October 2022 the retention rate of BIPOC classified staff	83.87%
By October 2022 Retention rate of high-need area classified	81.67%

### Certified Staffing

Total Certified Positions including Vacancies	751
Total Certified Positions Filled	729
Total filled positions at 21-22 YE	700
Retained from 2021-22	600
Percentage retained as of October 2022	85.71%
Total BIPOC Certified Staff as of Oct 31, 2022	70
Total BIPOC Staff Positions 21-22 YE	78
Certified BIPOC Retained from 2021-22	66
Percentage retained	84.62%
Total Certified Hard to Fill as of Oct 31, 2022	245
Total Certified Hard to Fill Positions at 21-22 YE	240
Hard to Fill Positions Retained From 2021-22	198
Percentage Retained	82.50%

### Supervisor/Specialists:

Total Supervisor/Specialist Positions including Vacancies	32
Total Supervisor/Specialist Positions Filled	28
Total Supervisor/Specialist filled positions at 21-22 YE	28
Retained from 2021-22	23
Percentage retained	82.14%
Total BIPOC Sup/Spec Staff as of Oct 31, 2022	8

Total BIPOC Sup/Spec Staff Positions at 21-22 YE	7
Sup/Spec BIPOC Retained from 2021-22	7
Percentage retained	100.00%

**Administrators:**

Total Administrator Positions including Vacancies	78
Total Administrator Positions Filled	71
Total Administrator filled positions at 21 – 22 YE	63
Administrators Retained from 2021 – 22	52
Total BIPOC Administrators Staff as of October 31, 2022	19
Total BIPOC Administrators Staff Positions at 21-22 YE	19
Administrators BIOPOC Retained from 2021-22	15
Administrators BIPOC Percentage retained as of October 2022	78.95%

**Total Positions including Vacancies**

Total Positions including Vacancies (Classified, Certified, Administrative, and Supervisor Specialist)	1498
Total Positions Filled	1364
Total filled positions at 21-22 YE	1327
Retained from 2021-22	1142
Percentage retained	86.06%
Total BIPOC Staff as of Oct 31, 2022(Classified, Certified, Administrative, and Supervisor Specialist)	190
Total BIPOC Staff Positions at 21-22 YE	197
BIPOC Retained from 2021-22	166
Percentage retained	84.26%



*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: Candice Vickers, Executive Director of Student & Family Services  
**Subject: General Attendance Monitoring Report**  
Policy: [Compulsory Attendance – JEA](#)  
Date: November 16, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

**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:**

Data sources and reports show Reynolds School District is taking steps towards increasing the yearly attendance post pandemic. Through revised attendance systems and intentional interventions, Reynolds School District is working to support increasing attendance rates for Latino/a and Black/African American students.

Please see the attached Board Monitoring Report and Presentation for further information.

**Previous Board Action:**

Not Applicable

**Background:**

Latino/a and Black/African American student attendance is being improved by developing equitable attendance systems that are aligned to best practices, The Reynolds School District Strategic Plan, and the Superintendent Guardrails and Goals. Establishing reasonable attendance protocols provides staff with alerts for early warning signs and allows for immediate and frequent student/family check ins which have a positive impact on attendance outcomes for students who have been historically marginalized.

**Financial Implications:**

Not Applicable

**Alternatives:**  
Not Applicable

**Staff Recommendation:**  
Not Applicable

**Motion:**  
Not Applicable



# Student Outcome Monitoring Report: Student Attendance

Culture and Climate/Student Family Services

*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.



## 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.

## Superintendent Guardrail 5.iv

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

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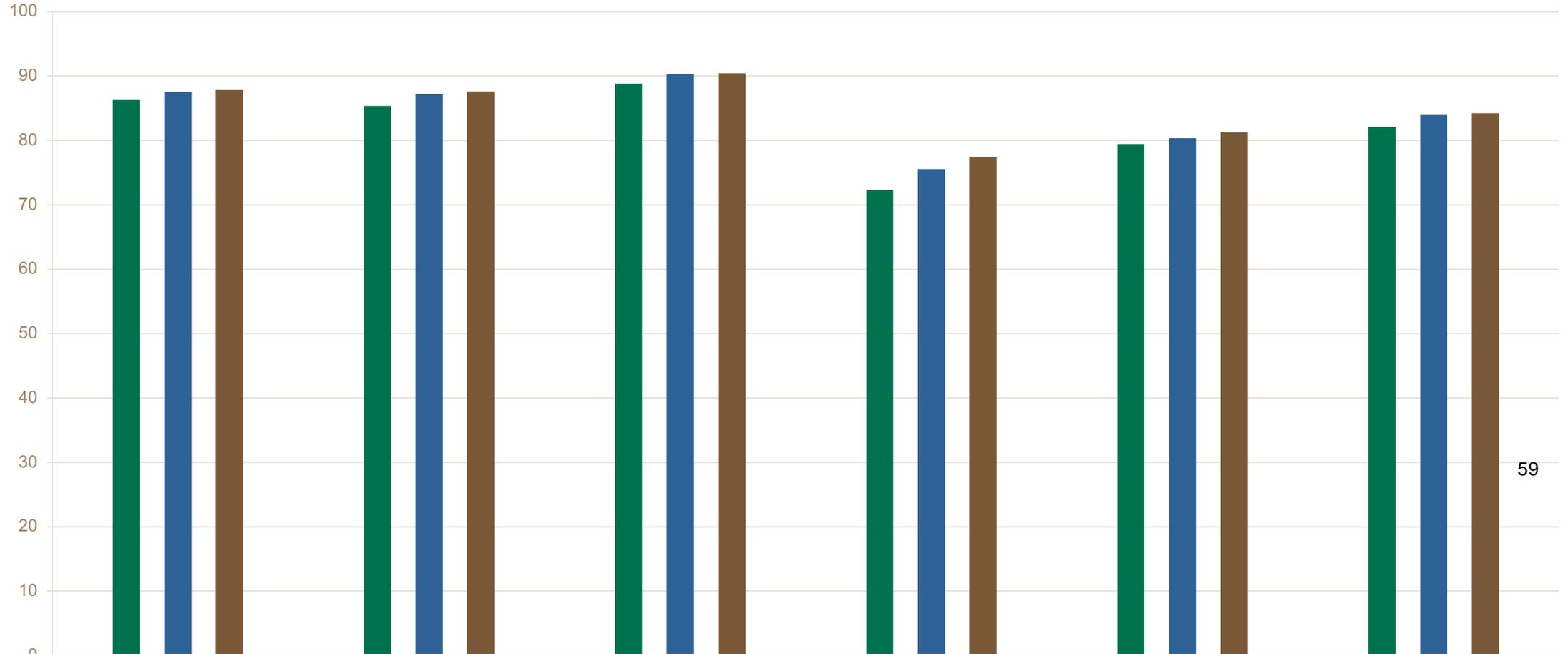
**5.iv.a** By June 2023, Reynolds School District will increase the yearly attendance rate of Latinx/o/a students from 72% to 82%\* (\*2020-2021 Data)

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**5.iv.b** By June 2023, Reynolds School District will increase the yearly attendance rate of Black/African American students from 70% to 80%.

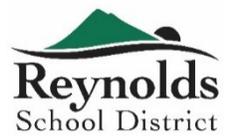
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# All Schools Attendance

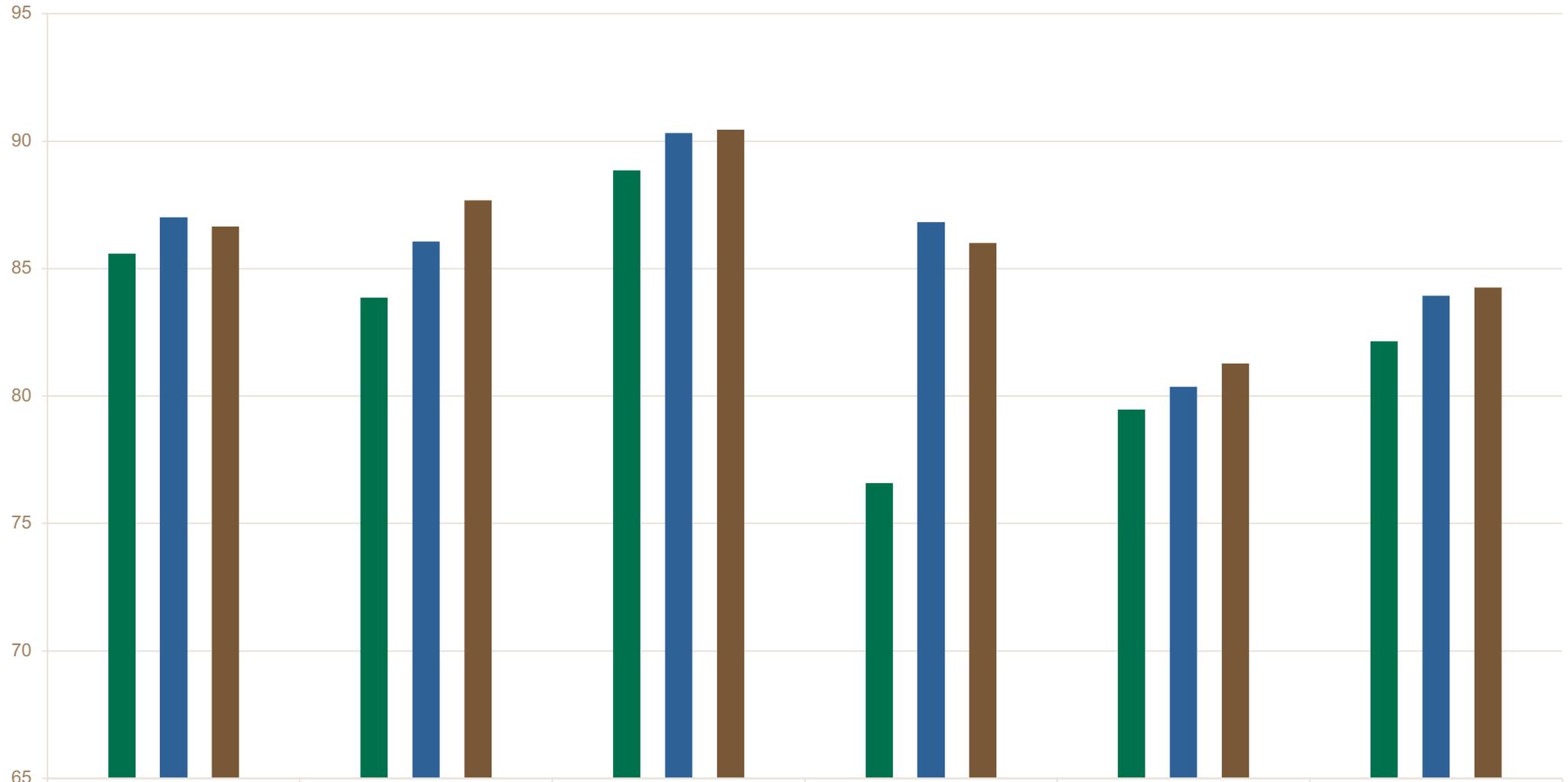


	2017	2018	2019 *	2020*	2021	2022
Black/African American	86.31	85.39	88.86	72.33	79.47	82.14
Hispanic	87.57	87.21	90.31	75.57	80.36	83.94
All	87.83	87.67	90.44	77.48	81.27	84.25

- 2019 As a result of the transitioning to hybrid learning, student attendance rates for April-June were not accurately reported.
- 2022 "As a result of the substantive changes to attendance reporting guidance from previous years, Regular Attendance rates from the 2020-21 school year are not directly comparable to rates published for prior school years" ODE



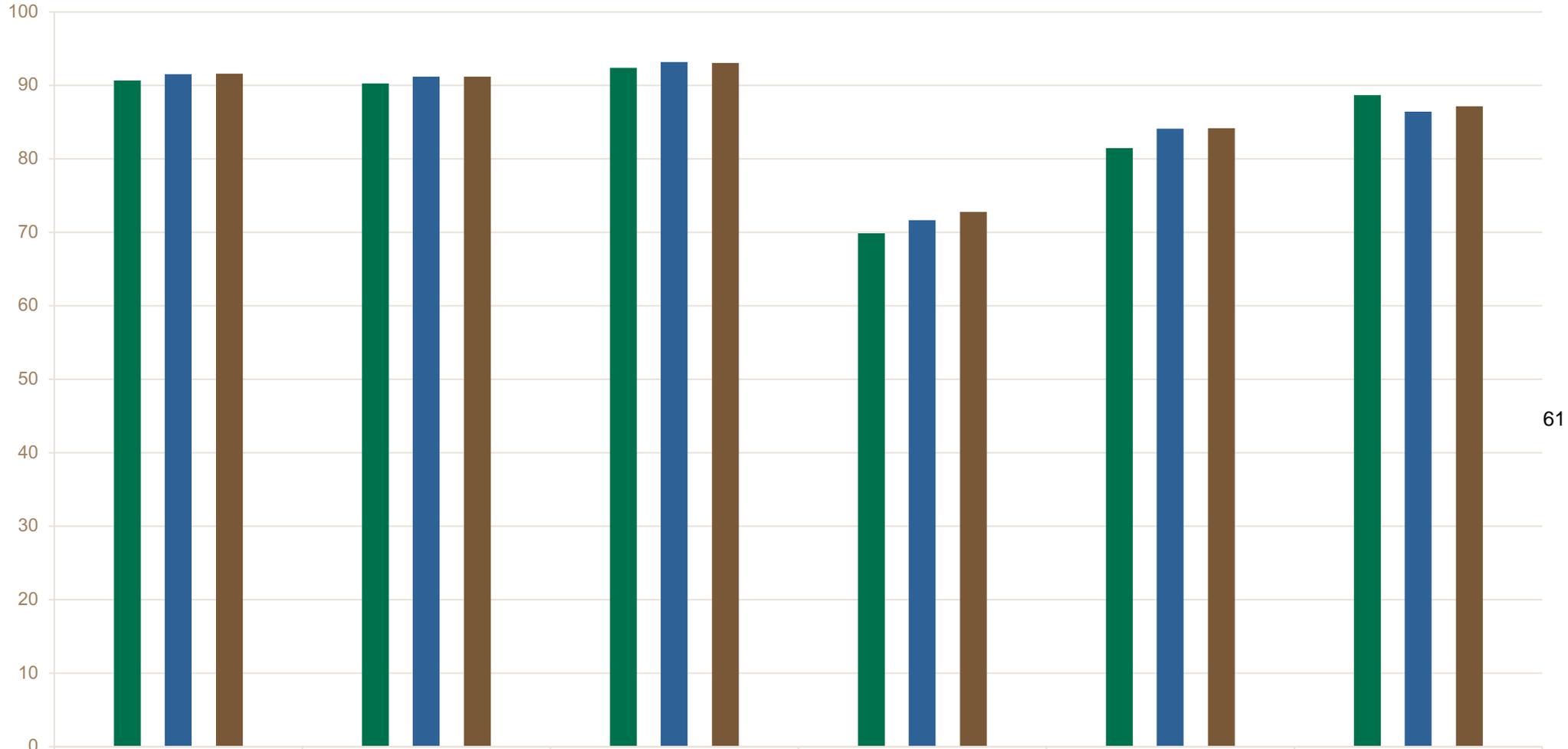
# Elementary School Attendance



	2017	2018	2019	2020*	2021	2022
Black/African American	85.59	83.85	88.86	76.59	79.47	82.14
Hispanic	87.01	86.06	90.31	86.82	80.36	83.94
All	86.64	87.67	90.44	86.01	81.27	84.25

60

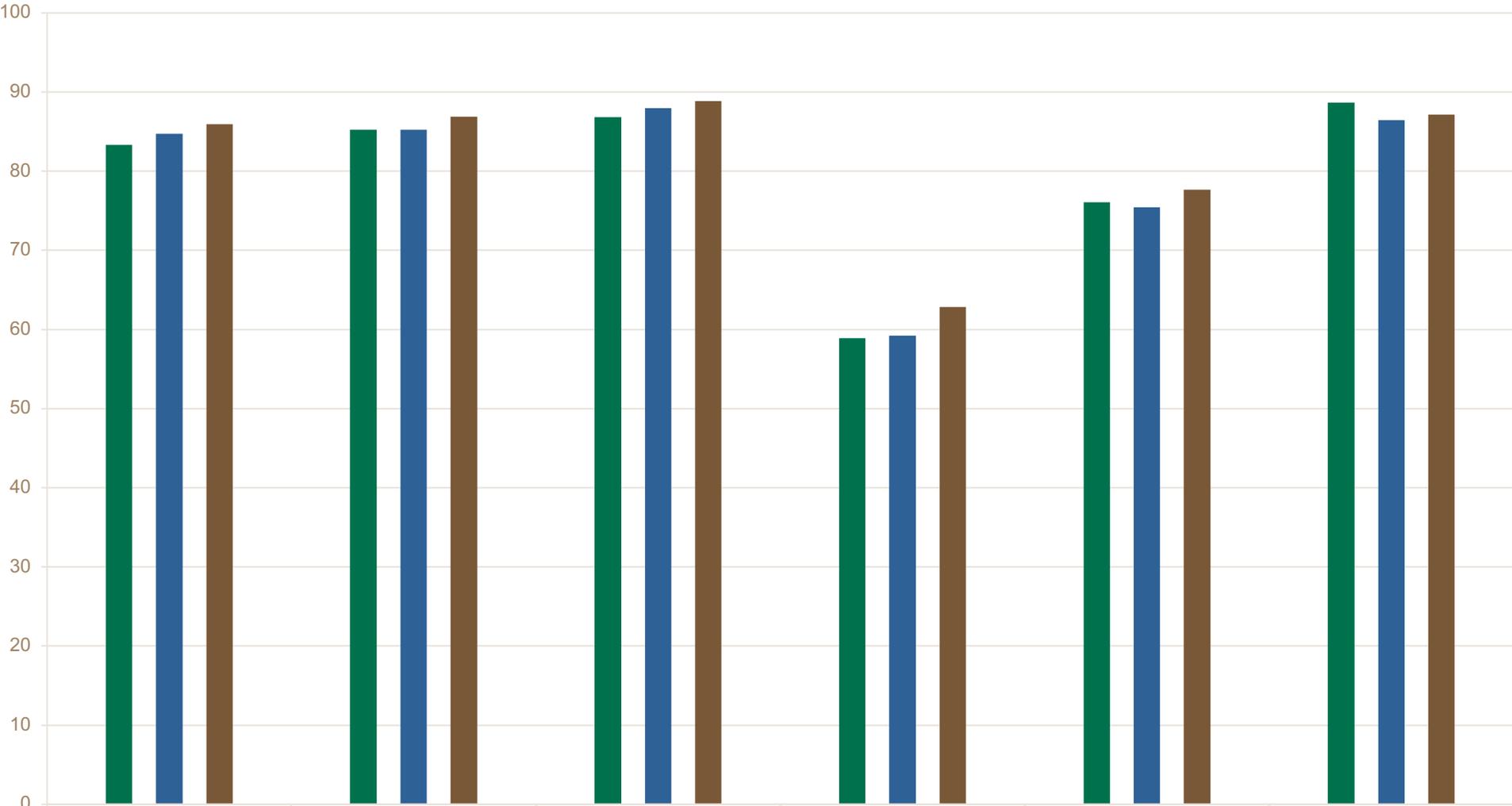
# Middle School Level



■ Middle Black/African American	90.64	90.26	92.37	69.86	81.49	88.67
■ Middle Hispanic	91.51	91.18	93.21	71.68	84.13	86.43
■ Middle All	91.62	91.21	93.07	72.8	84.19	87.16

61

# High School Attendance



	2017	2018	2019	2020*	2021	2022
High School Black/African American	83.32	85.2	86.8	58.88	76.07	88.67
High School Hispanic	84.74	85.24	87.99	59.19	75.42	86.43
High School All	85.92	86.87	88.88	62.86	77.68	87.16

# Sustaining Growth

## Current Attendance Supports

- Aligning MTSS in our schools to support the whole child
- Partnering with MESD Every Day Matters
- Working with school-based attendance teams
- Providing Social Workers and Counselors with monthly Job A Likes
- Coordinating with Family Engagement Specialists
- Collaborating with Article 26c Committee
- Developing an attendance handbook
- Partnering with our Equity Director to assure equitable attendance practices



Questions?

Thank you for your time.



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



## GUARDRAIL MONITORING REPORT

<b>Guardrail 5.iv</b>	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%.

**SMART Goal Status:** In progress

Data sources and reports show we are making steps towards increasing our yearly attendance post pandemic. It is through revised attendance systems and intentional interventions we will continue to see a rise in attendance rates for our Latino/a and Black/African American students.

**Report Relation to Guardrail:**

Our Latino/a and Black/African American student attendance is being improved by developing equitable attendance systems that are aligned to best practices, The Reynolds School District Strategic Plan, and the Superintendent Guardrails and Goals. Establishing reasonable attendance protocols provides staff with alerts for early warning signs and allows for immediate and frequent student/family check ins which have a positive impact on attendance outcomes for our students who have been historically marginalized.

**Report Information:**

The current attendance data shows that our Latino and Black students are making attendance gains like they have in pre pandemic years. In the Elementary data set, Latino students had the highest attendance rates in 2017 and 2020. Looking at middle and high school data, the reports reveal for the first time our Black/African American students are above all in attendance rates and have the highest attendance historically while our Latino students have made a 2.3% gain from the end of last year to this year.

In order to sustain this pattern of growth, the Culture and Climate Department is aligning MTSS work within our schools, partnering with MESD Every Day Matters, providing social workers and counselors with monthly Job A Likes, developing an attendance handbook in collaboration with multiple departments, and working together with Article 26C to create a more robust attendance system for improving our students’ presence at school.

It is through these partnerships and collaboration, we will continue to identify attendance needs to prioritize for the development, design, and delivery of future attendance systems. We are excited to implement best practices for our students and families and develop both building level as well as district level attendance policies that positively impact our students of marginalized populations.



*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: District Equity Policy GCCB/GDCB/IKAAA – First Reading**

Policy: [Adoption and Revision of Policies – BFC](#)

Date: November 16, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

**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:**

For District Equity Policy – GCCB/GDCB/IKAAA

In partnership with Oregon School Boards Association (OSBA), the Reynolds School District Board Policies Committee updated the District Equity Policy – GCCB/GDCB/IKAAA located within the Board Policies section G (Personnel). This is part of the full-desk re-write process.

The District Equity Policy – GCCB/GDCB/IKAAA is a policy that does not have any required or recommended language from OSBA. It is strictly up to the School District to adopt their own District Equity Policy. The previous version was adopted/revised in 10/11/2017. Staff within the

Division of Student & Family Services updated the last revised version. Legal Counsel also reviewed the current draft policy prior to sending to the Board.

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

<b>Board Policy Section</b>	<b>Month Sent to Board for First Reading/ Second Reading</b>
Section J - Students	August/September 2022
Section G - Personnel	October/November 2022
Sections E, F – Support Services and Facilities	December 2022/January 2023
Sections A/B, C – Board Governance and Administration	January/February 2023
Section D – Fiscal Management	February/March 2023
Section I - Instruction	April/May 2023
Section KL – Community Relations	May/June 2023

**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 December 14, 2022 Board meeting.

**Motion:**

Not Applicable. This is the first reading.



Code: GCCB/GDCB/IKAAA  
Adopted: 6/12/13  
Revised/Readopted: 10/11/17  
Orig. Code: GCCB/GDCB/IKAAA

## District Equity Policy

Reynolds School District is dedicated to closing the opportunity gap and creating learning communities that provide support and academic enrichment programs for all students. Additionally, the district believes that it is the right of every student to have an equitable educational experience within the Reynolds School District.

The concept of educational equity goes beyond formal equality where all students are treated the same. Educational equity fosters a barrier-free environment in which all students, regardless of race, ethnicity, class, or other personal characteristics such as creed, color, religion, ancestry, national origin, primary language, age, economic status, immigration status, sex, gender identity, gender expression, sexual orientation, pregnancy status, marital status, criminal history, physical appearance, the presence of any sensory, mental or physical disability, or the use of a service animal by a person with a disability, have the opportunity to benefit equally.

Equity requires differentiating resource allocation, within budgetary limitations, to meet the needs of students who need additional supports and opportunities to succeed socially, emotionally and academically.

A student, whose history and heritage are appreciated and celebrated, may enjoy higher levels of learning and success, than a student who is forced to overcome cultural barriers.

The Reynolds School District will work toward:

1. Raising the achievement of all students while narrowing the gap between the lowest and highest performing students;
2. Systematically using districtwide, school-level and classroom level data disaggregated by Oregon Department of Education data sets (e.g., race/ethnicity, national origin, language, qualification for special education services, gender, non-binary, socioeconomic or immigration status and mobility) to inform District decision making.
3. Eliminating the racial predictability and disproportionality in all aspects of education and its administration (e.g., the disproportionate over-application of discipline to students of color, their over-representation in special education and their under-representation in various advanced learning programs);
4. Supporting all students to graduate from Reynolds School District ready to succeed in a racially and culturally diverse local, national, and global community.

In order to achieve educational equity for each and every student, the district shall embrace the following:

1. Equitable Access – The district shall provide every student with equitable access to a high-quality curriculum, socio-emotional and academic supports, facilities and other educational resources, even when this means differentiating resource allocation;
2. Racial Equity Analysis – The district shall review existing policies, programs, professional development and procedures to ensure the promotion of racial equity, and all applicable new policies, programs and procedures will be developed to ensure the promotion of racial equity;
3. Workforce Equity – The district shall actively work to have the teacher and administrator workforce be balanced and reflect the diversity of the student body. The district shall recruit, employ, support and retain a workforce that includes racial, gender, and linguistic diversity, as well as culturally competent administrative, instructional and support personnel;
4. Professional Development – The district shall provide professional development to strengthen employees’ knowledge and skills for identifying opportunity gaps and other disparities in achievement and using various strategies for eliminating them;
5. Welcoming School Environments – The district shall support each school in creating welcoming and inclusive environments that reflect and support the diversity of the district’s student population, their families, and communities;
6. Partnerships – The district shall include other partners who have demonstrated culturally specific expertise – including families, government agencies, institutes of higher learning, early childhood education organizations, community-based organizations, businesses, and the community in general – in meeting our high goals for educational outcomes;
7. Multiple Pathways to Success – The district shall provide multiple pathways to success in order to meet the needs of the diverse student body, and shall actively encourage, support and expect high academic achievement for all students;
8. Recognizing Diversity – Consistent with state regulations and district policy and within budgetary considerations, the district shall provide materials and assessments that reflect the diversity of students and staff, and which are geared towards the understanding and appreciation of culture, class, language, ethnicity and other differences that contribute to the uniqueness of each student and staff member.

The superintendent is authorized to develop procedures to implement this policy, including an action plan with clear accountability and metrics. At least annually the superintendent shall report to the Board on the progress toward achieving the goals outlined in this policy. The report shall be based on the district’s annual goals, which are developed in partnership with the superintendent and the Board.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

[ORS 342.437 to-342.449](#)



Code: GCCB/GDCB/IKAAA  
Adopted: 6/12/13  
Revised/Readopted: 10/11/17  
Orig. Code: GCCB/GDCB/IKAAA

### District Equity Policy

*(District policy; no model to compare. Any revisions desired?) Ask Gustavo to review 9/07/22. Any changes to make?)*

Reynolds School District is dedicated to closing the opportunity gap and creating learning communities that provide support and academic enrichment programs for all students. Additionally, the district believes that it is the right of every student to have an equitable educational experience within the Reynolds School District.

The concept of educational equity goes beyond formal equality where all students are treated the same. Educational equity fosters a barrier-free environment in which all students, regardless of race, ethnicity, class, or other personal characteristics such as creed, color, religion, ancestry, national origin, primary language, age, economic status, immigration status, sex, gender identity, gender expression, sexual orientation, pregnancy status, marital status, criminal history, physical appearance, the presence of any sensory, mental or physical disability, or the use of a service animal by a person with a disability, have the opportunity to benefit equally.

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3. Eliminating the racial predictability and disproportionality in all aspects of education and its administration (e.g., the disproportionate over-application of discipline to students of color, their over-representation in special education and their under-representation in various advanced learning programs);
4. Supporting all students to graduate from Reynolds School District ready to succeed in a racially and culturally diverse local, national, and global community.

In order to achieve educational equity for each and every student, the district shall embrace the following:

District Equity Policy – GCCB/GDCB/IKAAA

1-2

**Commented [G01]:** Referencing data-driven decision making is the only thing I noticed missing from our current policy based on reviewing neighboring school districts' equity policies.

1. **Equitable Access** – The district shall provide every student with equitable access to a high quality curriculum, socio-emotional and academic supports, facilities and other educational resources, even when this means differentiating resource allocation;
2. **Racial Equity Analysis** – The district shall review existing policies, programs, professional development and procedures to ensure the promotion of racial equity, and all applicable new policies, programs and procedures will be developed to ensure the promotion of racial equity;
3. **Workforce Equity** – The district shall actively work to have the teacher and administrator workforce be balanced and reflect the diversity of the student body. The district shall recruit, employ, support and retain a workforce that includes racial, gender, and linguistic diversity, as well as culturally competent administrative, instructional and support personnel;
4. **Professional Development** – The district shall provide professional development to strengthen employees’ knowledge and skills for identifying opportunity gaps and other disparities in achievement and using various strategies for eliminating them;
5. **Welcoming School Environments** – The district shall support each school in creating welcoming and inclusive environments that reflect and support the diversity of the district’s student population, their families, and communities;
6. **Partnerships** – The district shall include other partners who have demonstrated culturally specific expertise – including families, government agencies, institutes of higher learning, early childhood education organizations, community-based organizations, businesses, and the community in general – in meeting our high goals for educational outcomes;
7. **Multiple Pathways to Success** – The district shall provide multiple pathways to success in order to meet the needs of the diverse student body, and shall actively encourage, support and expect high academic achievement for all students;
8. **Recognizing Diversity** – Consistent with state regulations and district policy and within budgetary considerations, the district shall provide materials and assessments that reflect the diversity of students and staff, and which are geared towards the understanding and appreciation of culture, class, language, ethnicity and other differences that contribute to the uniqueness of each student and staff member.

The superintendent is authorized to develop procedures to implement this policy, including an action plan with clear accountability and metrics. At least annually the superintendent shall report to the Board on the progress toward achieving the goals outlined in this policy. The report shall be based on the district’s annual goals, which are developed in partnership with the superintendent and the Board.

END OF POLICY

---

**Legal Reference(s):**

[ORS 332.107](#)

[ORS 342.437 to-342.449](#)



*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: November 16, 2022

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

**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. Communication Report - Stephanie Field
- c. Financial Report - Anthony Lebron
- d. Enrollment Report - Anthony Lebron

# Superintendent Report

## Budget Input and Aligning for Student Success Sessions:

- October 11: Staff Session and Community Session
- October 27: Staff Session and Community Session

## Culturally Responsive Family and Student Engagement Sessions:

- November 1: Hispanic and Latino Families
- November 2: Black/African American and BIPOC Families
- November 3: Open Session and for Families with students who identify as:
  - Students with Disabilities
  - Emerging Bilingual Students
  - Students Navigating Homelessness
  - Students Navigating Foster Care
  - Migrant Students/Recent Arrivers
  - Incarcerated and Detained Youth
  - LGBTQIA+ Students

**Reynolds School District**

**Join Us**  
2023-24 Budget Input

**Culturally Responsive Family/Student Engagement Sessions**

Food, childcare, and interpretation will be provided. Please RSVP.

**We want your input!**

**Nov. 1, 2022**  
6 - 7:30 PM  
Reynolds Middle School  
**Latino/Spanish-speaking Families**

**Nov. 2, 2022**  
6 - 7:30 PM  
Reynolds Middle School  
**BIPOC Families**

**Nov. 3, 2022**  
6 - 7:30 PM  
Reynolds Middle School  
**Open Session & Families with students who identify as:**

- Students with Disabilities
- Emerging Bilingual Students
- Students Navigating Homelessness
- Students Navigating Foster Care
- Migrant Students/Recent Arrivers
- Incarcerated and Detained Youth
- LGBTQIA+ Students

Scan the QR Code to RSVP

or visit: <https://bit.ly/3ssfaBM>

# Superintendent Report

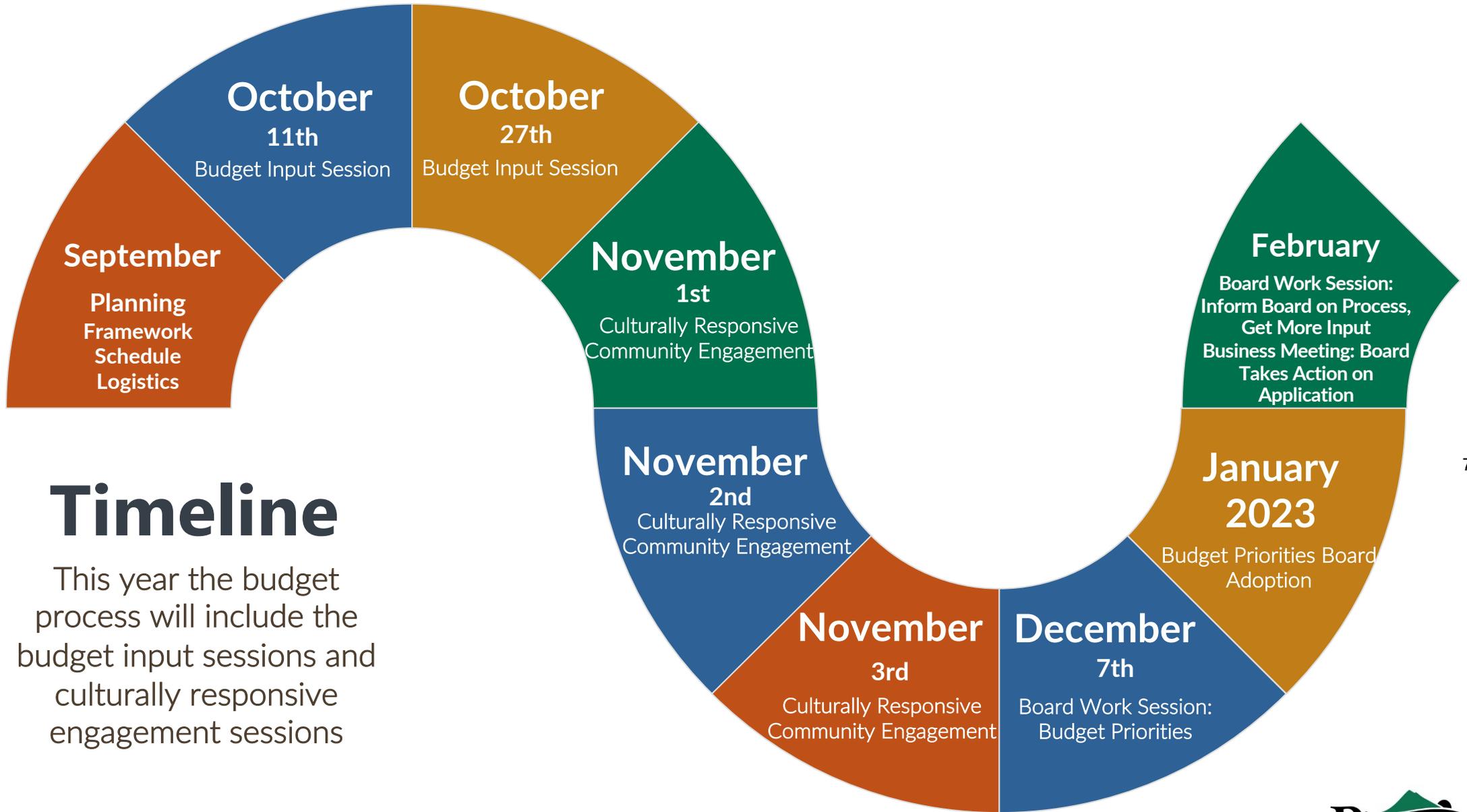
Parent Meetings: November 16 and 17

Middle School Student Meetings:

- Black Students at RMS and HB Lee (November 14 and 15)

High School Student Meetings: November 30 and December 1

- Black Students
- Latinx Students
- Middle Eastern Students
- AAPI Students
- LGBTQIA+ Students
- BIPOC Queer Students
- Students Receiving SPED Services
- Open Session for any Student



# Timeline

This year the budget process will include the budget input sessions and culturally responsive engagement sessions

# Communications Update:

**Stephanie Field**

Executive Director of Communications &  
Community Relations



## **Superintendent's Holiday Message** Friday, November 18, 2022

### **RSD Board and Superintendent: Conference Treats for Staff (Elementary Conferences)**

Alder:	Tuesday, 11/22/22, Dinner - Mexican
Davis:	Monday, 11/21/22, Lunch - Sandwiches
Fairview:	Tuesday, 11/22/22, Lunch - Sandwiches
Glenfair:	Tuesday, 11/22/22, Dinner - Pizza
Hartley:	Tuesday, 11/22/22, Lunch - Mexican
Margaret Scott:	Monday, 11/21/22, Dinner - Mediterranean
Sweetbriar:	Tuesday, 11/22/22, Lunch - Mexican
Salish Ponds:	Tuesday, 11/22/22, Lunch - Mexican
Troutdale:	Monday, 11/21/22, Lunch - Mexican
Wilkes:	Monday, 11/21/22, Dinner - Pizza
Woodland:	Tuesday, 11/22/22, Dinner - Pizza

76



# Budget Performance Update - General Fund



**Fund summary basis: General Fund (Source 54XX Removed)**

**Month of October (fiscal year 2023):**

↑ Total MTD Revenues: \$25,181,456; over plan\* (favorable) by +\$16,466,626

↓ Total MTD Expenditures: \$10,127,190; under plan (favorable) by -\$1,600,534

**Fiscal year to date (July-October):**

↓ Total YTD Revenues: \$42,314,005 (30.8% of annual budget compared to 30.4% prior YTD); under plan (unfavorable) year-to-date (YTD) by **-\$1,350,442**

↓ 1000-1999 Local Sources: **-\$397,498**

↑ 2000-2999 Intermediate Sources: **+\$7,871**

↓ 3000-3999 State Sources: **-\$943,528**

↓ 4000-4999 Federal Sources: **-\$17,287**

↓ Total YTD Expenditures: \$30,501,601 (17.8% of annual budget compared to 22.1% prior YTD); under plan (favorable) year-to-date (YTD) by **-\$2,221,846**

↑ 100-199 Salaries: **+\$233,907**

↓ 200-299 Associated Payroll Costs: **-\$1,348,666**

↓ 300-399 Purchased Services: **-\$427,138**

↓ 400-499 Supplies and Materials: **-\$938,428**

↓ 500-599 Capital Outlay: **-\$198,105**

↑ 600-699 Other Objects: **+\$456,584**

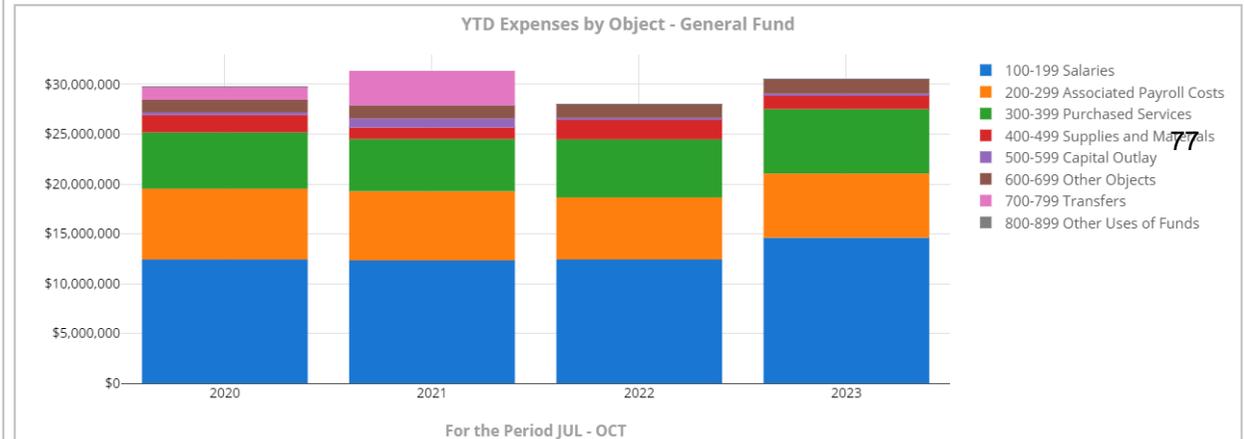
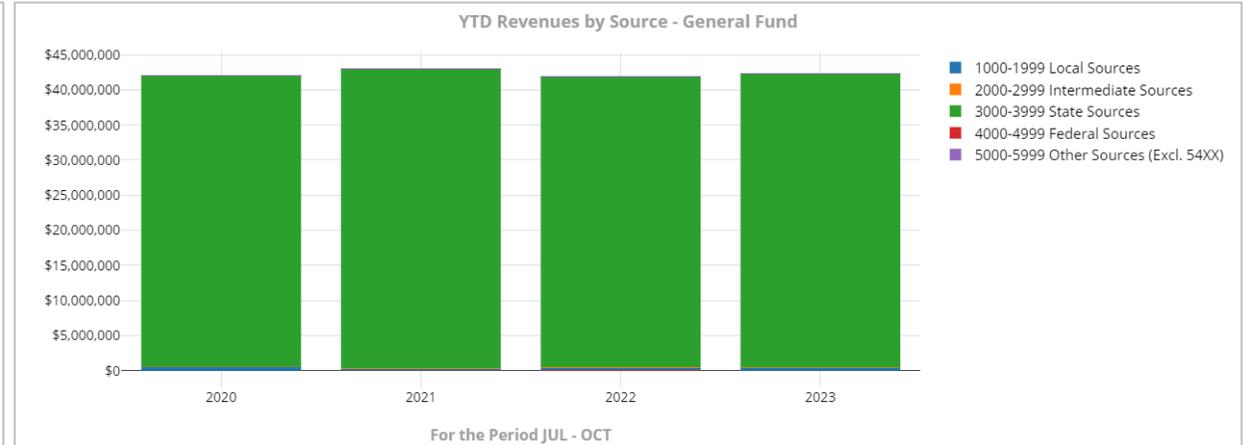
700-799 Transfers: **+\$0**

800-899 Other Uses of Funds: **+\$0**

**End of Fiscal Year Projection**

	Projected	Annual Budget	Variance
<b>Total Revenues</b>	\$136,076,957	\$137,250,448	-\$1,173,491
<b>Total Expenditures</b>	\$145,485,704	\$171,256,997	-\$25,771,293
<b>Difference</b>	↓ <b>-\$9,408,747</b>	-\$34,006,549	+\$24,597,802

\* Plan equals budgeted amount including any assumptions for all periods (Trend Amount).

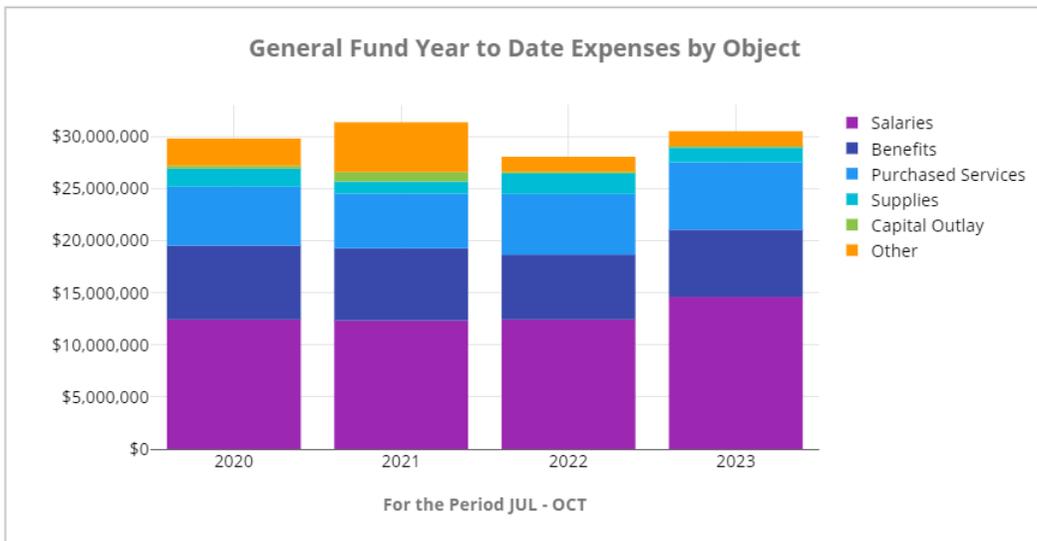
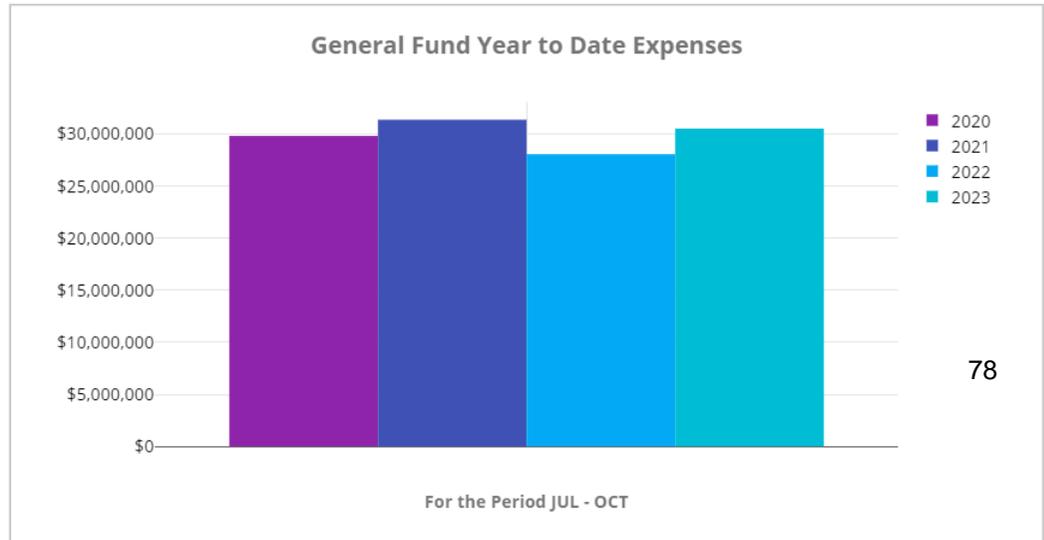
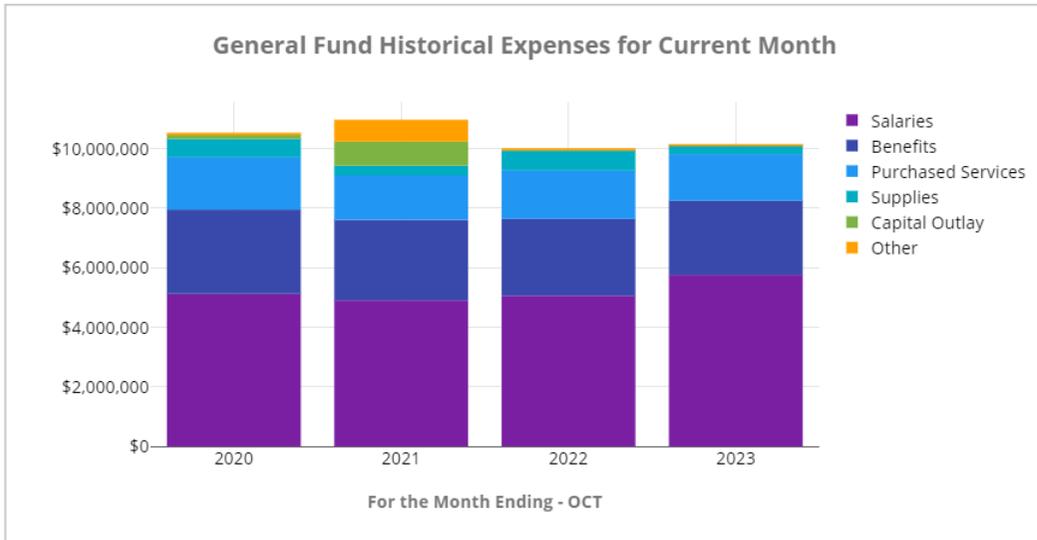


**Total YTD Expenses**  
**\$30,501,601**  
 Variance to Budget \$-2,221,846  
**FAVORABLE**

**YTD Salaries & Benefits**  
**\$21,050,846**  
 Variance to Budget \$-1,114,760  
**FAVORABLE**

**YTD Purchased Services**  
**\$6,470,670**  
 Variance to Budget \$-427,138  
**FAVORABLE**

**YTD Other Expenses**  
**\$2,980,086**  
 Variance to Budget \$-679,948  
**FAVORABLE**



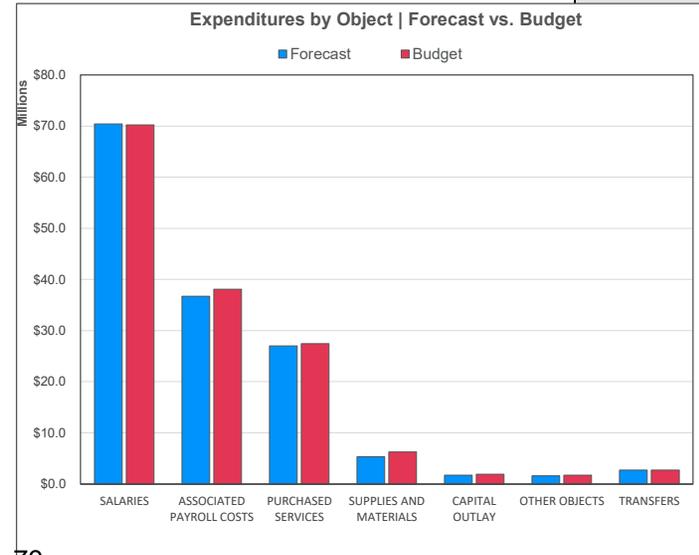
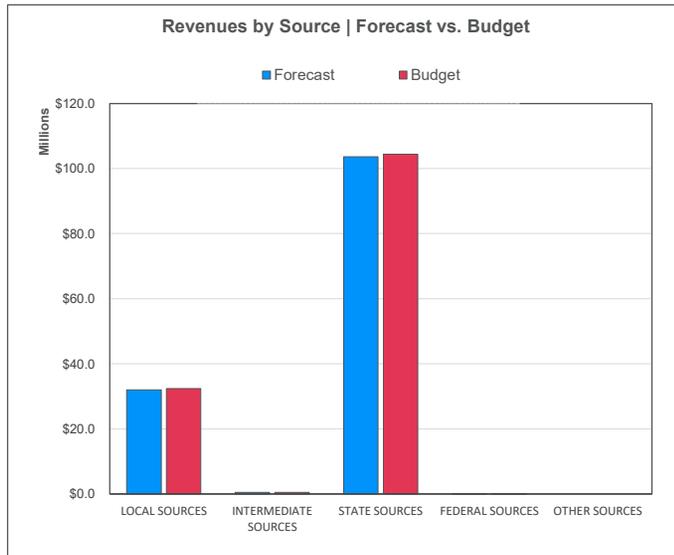
Object Level 1	For the Period JUL - OCT			
	2020 YTD Amount	2021 YTD Amount	2022 YTD Amount	2023 YTD Amount
Salaries	\$12,419,801	\$12,330,929	\$12,422,935	\$14,596,670
Benefits	\$7,106,677	\$6,937,047	\$6,224,065	\$6,454,176
Purchased Services	\$5,652,155	\$5,244,940	\$5,834,000	\$6,470,670
Supplies	\$1,730,177	\$1,157,829	\$1,997,712	\$1,408,310
Capital Outlay	\$278,912	\$906,240	\$144,660	\$127,482
Other	\$2,612,297	\$4,781,630	\$1,425,674	\$1,444,294

## 100 General Fund | Financial Projection by Object

For the Period Ending October 31, 2022

	Prior YTD	Current Year Budget	Current YTD	% of Budget	Annual Forecast
<b>RESOURCES</b>					
<b>Operating Revenues</b>					
Local Sources	\$ 498,702	\$ 32,332,859	\$ 455,390	1.41%	\$ 31,949,508
Intermediate Sources	-	501,800	7,903	1.57%	509,671
State Sources	41,434,402	104,355,789	41,846,570	40.10%	103,575,065
Federal Sources	(869)	60,000	4,141	6.90%	42,713
Other Sources	-	-	-	0.00%	-
<b>Total Operating Revenues</b>	<b>\$ 41,932,235</b>	<b>\$ 137,250,448</b>	<b>\$ 42,314,005</b>	<b>30.83%</b>	<b>\$ 136,076,957</b>
<b>Beginning Fund Balance</b>	<b>24,654,907</b>	<b>34,006,549</b>	<b>34,006,000</b>	<b>100.00%</b>	<b>34,006,000</b>
<b>TOTAL RESOURCES</b>	<b>\$ 66,587,142</b>	<b>\$ 171,256,997</b>	<b>\$ 76,320,005</b>	<b>44.56%</b>	<b>\$ 170,082,957</b>
<b>REQUIREMENTS</b>					
<b>Operating Expenditures</b>					
Salaries	\$ 12,422,935	\$ 70,211,510	\$ 14,596,670	20.79%	\$ 70,445,417
Associated Payroll Costs	6,224,065	38,069,363	6,454,176	16.95%	36,720,697
Purchased Services	5,834,000	27,427,494	6,470,670	23.59%	27,000,356
Supplies and Materials	1,997,712	6,226,267	1,408,310	22.62%	5,287,839
Capital Outlay	144,660	1,902,393	127,482	6.70%	1,704,288
Other Objects	1,425,674	1,714,645	1,444,294	84.23%	1,605,457
Transfers	-	2,721,650	-	0.00%	2,721,650
<b>Total Operating Expenditures</b>	<b>\$ 28,049,046</b>	<b>\$ 148,273,322</b>	<b>\$ 30,501,601</b>	<b>20.57%</b>	<b>\$ 145,485,704</b>
Contingencies	-	14,638,103	-	0.00%	-
Unappropriated Ending Fund Balance	-	8,345,572	-	0.00%	-
<b>TOTAL REQUIREMENTS</b>	<b>\$ 28,049,046</b>	<b>\$ 171,256,997</b>	<b>\$ 30,501,601</b>	<b>17.81%</b>	<b>\$ 145,485,704</b>
<b>Ending Fund Balance</b>					<b>\$ 24,597,253</b>
<b>OPERATING SURPLUS / (DEFICIT)</b>	<b>\$ 13,883,189</b>	<b>\$ (11,022,874)</b>	<b>\$ 11,812,404</b>		<b>\$ (9,408,747)</b>

(Operating Revenue less Operating Expenses)



## Enrollment Count Report 2022-2023

Elementary Enrollment By Classroom																Variance	
October 21, 2022																2021-22 vs 2022-23	
School	Kndgtn	x	1st	2nd	3rd	4th	5th	Total	Added FTE		Projected	Diff					
			Grade	Grade	Grade	Grade	Grade		FTE	Grade							
<b>Alder</b>																	
<i>Dual Language Classes</i>	21		20	22	24	22	22										
	19		18	24	22	28	27										
	18		15	23	23	25	25										
<b>Total</b>	<b>58</b>		<b>53</b>	<b>69</b>	<b>69</b>	<b>75</b>	<b>74</b>	<b>398</b>	-		<b>402</b>	<b>-4</b>					
<b># of Classes</b>	<b>3</b>		<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>18</b>									
<b>Average Class Size</b>	<b>19.33</b>		<b>17.67</b>	<b>23.00</b>	<b>23.00</b>	<b>25.00</b>	<b>24.67</b>										
<b>Davis</b>	16		17	14	20	22	21										
	16		17	14	19	22	21										
	17		16	18	18	21	21										
	15		15	13													
<b>Total</b>	<b>64</b>		<b>65</b>	<b>59</b>	<b>57</b>	<b>65</b>	<b>63</b>	<b>373</b>	-		<b>414</b>	<b>-41</b>					
<b># of Classes</b>	<b>4</b>		<b>4</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>21</b>									
<b>Average Class Size</b>	<b>16.00</b>		<b>16.25</b>	<b>14.75</b>	<b>19.00</b>	<b>21.67</b>	<b>21.00</b>										
<b>Fairview</b>	15		13	22	19	16	17										
	15		13	22	17	17	17										
	16		14		16	17	16										
<b>Total</b>	<b>46</b>		<b>40</b>	<b>44</b>	<b>52</b>	<b>50</b>	<b>50</b>	<b>282</b>	-		<b>284</b>	<b>-2</b>					
<b># of Classes</b>	<b>3</b>		<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>17</b>									
<b>Average Class Size</b>	<b>15.33</b>		<b>13.33</b>	<b>22.00</b>	<b>17.33</b>	<b>16.67</b>	<b>16.67</b>										
<b>Glenfair</b>	24		20	22	19	19	22										
	24		18	23	19	21	21										
	25		18	21	18	19	22										
			21		18	20											
<b>Total</b>	<b>73</b>		<b>77</b>	<b>66</b>	<b>74</b>	<b>79</b>	<b>65</b>	<b>434</b>	-		<b>418</b>	<b>16</b>					
<b># of Classes</b>	<b>3</b>		<b>4</b>	<b>3</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>21</b>									
<b>Average Class Size</b>	<b>24.33</b>		<b>19.25</b>	<b>22.00</b>	<b>18.50</b>	<b>19.75</b>	<b>21.67</b>										
<b>Hartley</b>	17		19	21	22	18	20										
	16		18	22	18	18	21										
	17		20	21		16	22										
<b>Total</b>	<b>50</b>		<b>57</b>	<b>64</b>	<b>40</b>	<b>52</b>	<b>63</b>	<b>326</b>	-		<b>396</b>	<b>-70</b>					
<b># of Classes</b>	<b>3</b>		<b>3</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>17</b>									
<b>Average Class Size</b>	<b>16.67</b>		<b>19.00</b>	<b>21.33</b>	<b>20.00</b>	<b>17.33</b>	<b>21.00</b>										

<b>M Scott</b>			16	14	20	17	17	20					<i>M Scott</i>
			16	21	19	22	19	20					
			17	17	18	19	19	19					
<b>Total</b>			<b>49</b>	<b>52</b>	<b>57</b>	<b>58</b>	<b>55</b>	<b>59</b>	<b>330</b>		<b>-</b>		<b>396</b> <b>-66</b>
<b># of Classes</b>			<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>18</b>				
<b>Average Class Size</b>			<b>16.33</b>	<b>17.33</b>	<b>19.00</b>	<b>19.33</b>	<b>18.33</b>	<b>19.67</b>					
<b>Salish Ponds</b>			12	17	17	20	16	20					<i>Salish Ponds</i>
			14	17	19	19	18	19					
			15	17	16	20	15	21					
<b>Total</b>			<b>41</b>	<b>51</b>	<b>52</b>	<b>59</b>	<b>49</b>	<b>60</b>	<b>312</b>		<b>-</b>		<b>360</b> <b>-48</b>
<b># of Classes</b>			<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>18</b>				
<b>Average Class Size</b>			<b>13.67</b>	<b>17.00</b>	<b>17.33</b>	<b>19.67</b>	<b>16.33</b>	<b>20.00</b>					
<b>Sweetbriar</b>			21	18	19	24	22	22					<i>Sweetbriar</i>
			19	19	16	23	22	23					
<b>Total</b>			<b>40</b>	<b>37</b>	<b>35</b>	<b>47</b>	<b>44</b>	<b>45</b>	<b>248</b>		<b>-</b>		<b>272</b> <b>-24</b>
<b># of Classes</b>			<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>12</b>				
<b>Average Class Size</b>			<b>20.00</b>	<b>18.50</b>	<b>17.50</b>	<b>23.50</b>	<b>22.00</b>	<b>22.50</b>					
<b>Troutdale</b>			21	19	19	24	27	22					<i>Troutdale</i>
			19	20	19	24	28	20					
			23	18	20			21					
<b>Total</b>			<b>63</b>	<b>57</b>	<b>58</b>	<b>48</b>	<b>55</b>	<b>63</b>	<b>344</b>		<b>-</b>		<b>352</b> <b>-8</b>
<b># of Classes</b>			<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>16</b>				
<b>Average Class Size</b>			<b>21.00</b>	<b>19.00</b>	<b>19.33</b>	<b>24.00</b>	<b>27.50</b>	<b>21.00</b>					
<b>Wilkes</b>			18	22	23	20	24	19					<i>Wilkes</i>
			17	22	23	19	24	19					
			17	22	21	19	23	18					
			10	10		20		18					
<b>Total</b>			<b>62</b>	<b>76</b>	<b>67</b>	<b>78</b>	<b>71</b>	<b>74</b>	<b>428</b>		<b>-</b>		<b>419</b> <b>9</b>
<b># of Classes</b>			<b>3.5</b>	<b>3.5</b>	<b>3</b>	<b>4</b>	<b>3</b>	<b>4</b>	<b>21</b>				
<b>Average Class Size</b>			<b>17.71</b>	<b>21.71</b>	<b>22.33</b>	<b>19.50</b>	<b>23.67</b>	<b>18.50</b>					
<b>Woodland</b>			21	22	16	25	21	19					<i>Woodland</i>
			19	22	16	24	24	20					
			22	21	17	25	23	21					
<b>Total</b>			<b>62</b>	<b>65</b>	<b>49</b>	<b>74</b>	<b>68</b>	<b>60</b>	<b>378</b>		<b>-</b>		<b>359</b> <b>19</b>
<b># of Classes</b>			<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>18</b>				
<b>Average Class Size</b>			<b>20.67</b>	<b>21.67</b>	<b>16.33</b>	<b>24.67</b>	<b>22.67</b>	<b>20.00</b>					

Grade Totals			608		630		620		656		663		676	3853	-	4072	-219
Total # of Classes			33.5		34.5		32		32		32		33	197			
Total Average Class Size			18.15		18.26		19.38		20.50		20.72		20.48				

**ACTUAL ATTENDANCE COUNT REPORT 2021-2022**

Secondary Enrollment By Grade Level														COMPARISON TO PROJECTIONS		
October 21, 2022														2021-22 Projected		
School	6th Grade	7th Grade	x	8th Grade	x	9th Grade	x	10th grade	x	11th Grade	x	12th Grade	Total	Added FTE	Projected	Diff
HB Lee MS	233	208		225									666		826	-160
Reynolds MS	265	276		290									831		977	-146
Walt Morey MS	178	192		183									553		604	-51
RHS + Middle College						722		637		578		539	2476		2801	-325
RLA						2		36		60		130	228		216	12
<b>Total</b>	676	676		698		724		673		638		669	4754	-	5424	-670

**Total Reynolds:** 8607 - 9496 -889

Comprehensive School Targeted School New Classroom Pending

Charter School Data																	
	Kindgtn	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	x	6th-8th Grade	Total	Added FTE			
														FTE	Grade		
Arthur Academy	30	28		31		30		28		28			175			167	8
Rockwood Preparatory Academy	67	68		63		47		52		51			348			295	53
MLA	49	48		48		48		47		48		280	568			570	-2
HOLLA	14	15		18									47				
<b>Total</b>													1138	-		1032	106
<b>Total</b>													9,745	-		10,066	-321



*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: November 16, 2022

<b>Action</b>	<input checked="" type="checkbox"/>
<b>Report</b>	<input type="checkbox"/>

**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. RLA Field Trip: Earth Science Trip to the Oregon Coast
- D. Intergovernmental Agreement with Linn Benton Lincoln Education Service District for E-Rate Services
- E. Intergovernmental Agreement with Safe Routes to School
- F. Second Reading: Section G: Personnel and DJC-AR: Special Procurements and Exemptions from Competitive Bidding

**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 Business Meeting**

October 26, 2022

7:00 PM

Wood Village City Hall

24200 NE Halsey

Wood Village, Oregon 97060

Attendance Taken at 7:01 PM. Spencer Chao: Absent, 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**

- Board Chair Ana Gonzalez Muñoz called the October 26, 2022 Business Meeting to order at 7:01p

**A. Roll Call**

**B. Consider Approval of the October 26, 2022 Agenda**

I move that the Board approve the October 26, 2022 agenda as presented. This motion, made by Michael Reyes and seconded by Yesenia Delgado, Passed.

Yea: 6, Nay: 0

**C. Pledge of Allegiance**

**D. Land Acknowledgement**

- Director Yesenia Delgado read the land acknowledgement into the record.

**III. 7:10p - Board Recognition**

**A. Student Recognition**

**B. Staff Recognition**

**C. Resolution 2022-2023-008 Native American Heritage Month**

- Director Cayle Tern read Resolution 2022-2023-008 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 - Multnomah County Sheriff's Office: Summary of 10.10.2022 Columbia Park Incident**

**VI. 7:55p - Bargaining Group Updates**

- REA President Jeffrey Fuller
- OSEA Representative Sheila Holt

- RAA Representative Wade Bakley

## **VII. 8:05p - Presentation to the Board**

### **A. Student and Staff Wellness: MESD Nursing Report**

- This data is outside of the Student Health Center

### **B. Student Outcome Monitoring Report: Synergy Dashboard**

- There will dashboards be set-up to track some of the Board student outcome goals and guardrails.

### **C. Student Outcome Monitoring Report: At-a-Glance Profiles**

### **D. Division 22 Assurances**

- Some recess time can be counted towards the physical education hours if there's an athletic component.

### **E. 2021-2022 SIA Annual Report**

- How does Reynolds define the allowable buckets?
  - Example for "Well-Rounded Education" is Library-Media Specialist
  - Example for "Health and Safety" is increased nursing services

### **F. Policy Updates: First Reading (Section G: Personnel and DJC-AR: Special Procurements and Exemptions from Competitive Bidding)**

## **VIII. 9:05p - Superintendent's Reports**

### **A. Announcements/Reports**

### **B. Marginalized Students: Equity Committee Update**

### **C. Communications Report**

### **D. Financial Report**

### **E. Enrollment Report**

## **IX. 9:30p - Consent Agenda**

I move that the Board approval all Consent Agenda Items as presented. This motion, made by Yesenia Delgado and seconded by Aaron Muñoz, Passed.

Yea: 6, Nay: 0

### **A. Approval of Personnel Order**

### **B. Approval of Prior Meeting Minutes**

### **C. RHS Student Government 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**

## **X. 9:35p - Action Items**

### **A. Substitute MOU with REA**

I move that the Board approve the MOU on assigning substitute duties as presented. This motion, made by Aaron Muñoz and seconded by Yesenia Delgado, Passed.

Yea: 6, Nay: 0

**B. Bond Finance and Planning Committee Members**

- The district is working on reaching out to community partners to see if any of them want to join. A Board member could join as well.
- This committee will review polling data and create suggestions to advise the Board on if we should move forward with a bond and, if so, what we should ask for.

I move that the Board approve the list of Bond Finance and Planning Committee applicants as presented. This motion, made by Aaron Muñoz and seconded by Francisco Ibarra, Passed.

Yea: 6, Nay: 0

**XI. 9:45p - Board Reports and Discussion**

**A. Individual Board Members - Announcements and Reports**

**B. Upcoming Board Meetings**

**C. First Reading: Board Student Outcome Goals**

**D. First Reading: Board Monitoring Calendar**

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

- Chair Ana Gonzalez Muñoz adjourned the October 26, 2022 Business Meeting at 9:52p.

To: Board of Directors

From: Dr. Sara Hahn-Huston, Executive Director of Schools

Prepared by: Elizabeth Pomykala, Administrative Assistant to the Director of Schools

**Subject: Integrated Science- Earth Science Trip to the Oregon Coast**

Policy: [Field Trips and Special Events - IICA-AR](#)

Date: November 16, 2022

<b>Action</b>	<input checked="" type="checkbox"/>
<b>Report</b>	<input type="checkbox"/>

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**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.

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**Summary:**

The Reynolds Learning Academy (RLA) Science class will take a three-day trip to the Oregon Coast Aquarium in Newport, Oregon in May 2023. The trip will include a two-night stay in yurts at Beverly Beach State Park. This unique opportunity will allow students to learn about marine biology, coastal ecology, and unique estuary environments. Students will receive educational opportunities through hands-on experience and broadened community exposure. In addition to team building with classmates, students will tour the Newport Aquarium and meet with professionals to learn about careers in marine biology and animal care. Then, students will have an opportunity to take a class at the Hatfield Science Museum where they will dissect an animal to learn about dissecting techniques as well as animal physiology. Supervision of the fourteen students will include four RLA staff during the three-day trip.

**Previous Board Action:**

This trip is similar to the RLA/MYC Oregon Coast field trips proposed to and approved by the Board in the past where MYC students spent four nights and five days in Newport, studied marine biology, learned about careers, and volunteered with the Oregon Coast Aquarium.

**Background:**

This trip meets all requirements for the Science Department Goals, team building, field science, and natural resources learning objectives. This trip will provide valuable educational experiences in career-related learning and essential skills; promote integrity and ethics in the workplace, develop teamwork and promote positive self-esteem. In addition to this, participants will be provided with information pertaining to new career opportunities in related fields. Finally, this trip gives students the opportunity to actively participate in their educational experience.

**Financial Implications:**

The estimated cost of the trip is \$2,500. The funds have been secured through the RLA budget, and the RLA lead teacher has applied for a mini-grant.

**Alternatives:**

The Integrated Science-Earth Science Trip is a unique, hands-on educational opportunity. This trip will provide students with a unique ability to make career and education connections and to continue a programmatic relationship with partners for future students. A close alternative does not exist, however students could learn more about local aquatic life with existing local partners.

**Staff Recommendation:**

On behalf of the RLA staff and students, Reynolds School District Administration recommends approval of this trip as presented.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board approve the Integrated Science - Earth Science Trip to the Oregon Coast for the Reynolds Learning Academy students as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



## **Field Trips and Special Events\*\***

The board recognizes the educational value of field trips and co-curricular activities involving transportation. The board is also accountable for expenditures and the effective and legal use of district vehicles. Therefore, all trips and costs must be approved within the following policy:

1. Principals, by delegation from the superintendent, may authorize the use of district vehicles for educational field trips and state sanctioned co-curricular activities for which funds have been budgeted.

Principals may also authorize the use of district vehicles for other school-related activities. Expenses for such activities shall be paid by the participants or student organizations;

2. Overnight trips shall have the approval of the principal and be brought to the attention of the superintendent. Parents shall be provided an itinerary and give permission for student participation prior to the trip. Expenses for unbudgeted trips must be paid by the participants or student organizations;
3. Trips over an extended number of days require approval from the principal and the superintendent. Expenses are to be paid by the participants or student organizations. Use of district vehicles must be approved by the superintendent.

Emergency procedure plans and itineraries must be filed with the superintendent and the principal prior to the trip;

4. Scheduled departure times shall be maintained. Planned refreshment stops may be made on long trips. Discretion must be exercised in the duration of such stops. Refreshment stops must no unduly delay the return of the bus to the school;
5. Chaperones will maintain discipline and are responsible for the safety of students on educational field trips and co-curricular activity trips. However, bus drivers shall have the ultimate authority involving safety and disciplinary decisions relating to travel;
6. Students demonstrating unruly behavior may be prohibited from participating in future educational field trips or co-curricular trips. Disciplinary action is the responsibility of the principal or designee;
7. Students attending school functions via school transportation will return by the same transportation. The only exception will be if a parent requests, in person, of the supervisor that the student return with the parent;

8. Trips occurring outside the school year require the approval of the principal, the superintendent and the board. Expenses for such trips shall be paid by the participants or student organizations. Use of district vehicles beyond a 25 mile radius, for other than league competitions or other than a one-day basis, may be permitted. Legal and effective use of vehicles will be ascertained by the superintendent.

Emergency procedure plans and itineraries must be filed with the principal and the superintendent;

9. A bus field trip request for less than 15 people will not be authorized. If, upon arrival at the pick up site, there are less than 10 students and chaperons to be transported, the field trip will be cancelled;
10. Student travel requests over 100 mile round trip must be board approved;

**Reynolds School District**  
**INITIAL REQUEST FOR STUDENT TRAVEL OVER 100 MILES ROUND TRIP**

Name of Group: RLA Science Integrated Science Class School: RLA West

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: November 16, 2022 Date(s) of Activity: May 11<sup>th</sup>-13<sup>th</sup>, 2023

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.)**
2. List staff member(s) responsible for students. List all other supervisors on trip.  
4 RLA staff members: Rachael Joyce (Science Teacher- Lead) and Linda Lamendola-Gilliam (SMT at RLA) AND Brandy Henry (Counselor) and Sean McFall (Trades Support, male chaperone).
3. School Equipment to be used: RLA Proposes to use District Activity Vehicle 202
4. Lodging: We will spend two nights at Beverly Beach State Park in yurts
5. Will Student Travel Insurance be obtained? \_\_\_\_\_ Yes X No
6. Estimated number of students: 14 Number of supervisors: 4
7. Parent permission slip on file: X Yes \_\_\_\_\_ No
8. Person or persons initiating request: Rachael Joyce of the RLA Science Department Date: 10/26/22
9. Principal approval: Aaron Ferguson Date: 10/26/22

Decision: Preliminary approval to continue with planning \_\_\_\_\_ Yes \_\_\_\_\_ No

If denied, reason \_\_\_\_\_

Final Approval \_\_\_\_\_ Yes \_\_\_\_\_ No

District Activities Coordinator

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date

**Reynolds School District**  
**PURPOSE OF TRIP**

1 List itinerary.

**Proposed Itinerary:**

**Thursday, May 11, 2023**

8:00	Students arrive at school and begin loading vehicles
8:30	Leave RLA and drive to OSU Marine Science Center
<b>11:30-3:00</b>	Group visit to Newport Aquarium and does the backstage tour
<b>4:00</b>	Check-in to South Beach State Park
<b>4:00-6:00</b>	Organize gear for overnight, go over expectations and rules
<b>6:30-7:00</b>	Dinner
<b>7:00-9:30</b>	Group teambuilding
<b>9:30</b>	Bedtime

**Friday, May 12, 2023**

7:00-8:00	Wake-up, eat breakfast
8:00-8:30	Travel to Yaquina Head Outstanding Natural Area
8:30-10:00	Explore the lighthouse and tidepools
10:00-10:30	Travel to Hatfield Marine Science Center
10:30-12:00	Explore the Museum
<b>12:00-1:00</b>	Lunch
<b>1:00-2:30</b>	Hatfield Marine Science Center Dissection Class
<b>2:30-3:30</b>	Review of assignment
<b>3:30-4:00</b>	Travel back to campsite
<b>4:00-5:00</b>	Quiet Time at Campsite (Chance to walk the beach again)
<b>5:30-7:30</b>	Dinner prep/ Dinner
<b>7:30-9:00</b>	Evening Group Time
<b>9:00-10:00</b>	Get Ready for Bed
<b>10:00</b>	Lights out

**Saturday, May 13, 2023**

8:00-9:00	Wake-up, eat breakfast
8:00-10:00	Pack lunches, clean up, check-out of yurts
10:00-10:30	Drive to Historical Downtown Newport
10:30-1:30	Ripley's Believe It or Not/ Louis Tussaud's Waxworks
1:30-2:00	Lunch
<b>2:00-5:00</b>	Drive to RLA
<b>5:00-5:30</b>	Grab gear, cleanup bus
<b>5:30</b>	Go home

2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?

The objective of this trip is to give students a chance to experience learning by hands on activities outside of the classroom. Many have never had a chance to go to the coast and experience the ocean. The hands-on activities (dissecting lab, the open tidepools at Hatfield museum and the lighthouse) will give students a chance to connect with what we are talking about in class which will be waves (Integrated Science 1) and Biomes (Integrated Science 2). There will be some cross content learning with going to Ripley's Believe it

or Not Museum, Louis Tussaud’s Waxworks, and the Yaquina Head Lighthouse, where they can see some historical moments of the world in a fun and interactive setting.

3 How will the activities on the trip provide opportunities for students to obtain new skills, knowledge, insights or appreciations?

RLA students will study coastal ecology and marine biology at the Oregon Coast in Newport and the Hatfield Marine Science Center. We will be able to go on a tour of the aquarium with the staff from the Oregon Coast Aquarium where students will be able to interact and talk with staff about their careers and what type of education they had to have. We will visit the Hatfield Marine Science Center where we will spend time exploring the center and taking a dissection class. We will meet with park rangers at the Yaquina Outstanding Natural Area to observe tide pools and animals in their natural environment. Students will have an opportunity to learn about the animals and their habitats, as well as education and volunteer opportunities that have led to careers. We will also be able to go to Ripley’s Believe It or Not Museum and Louis Tussaud’s Waxworks, where students will be able to interact with some not well-known history or get a chance to see some well-known figures.

4. What effect does the trip have on other classes or programs?

This trip will allow students from different science class to join us to help them connect real world settings to what they are learning in class.

5. Estimated cost of trip \$ 2,427.00. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)

Item	Amount	TOTAL <b>\$2,427</b>
Transportation	300 total miles x \$1.03 per mile (1 district activity vehicle)	\$ 309.00
Lodging	4 yurts@ 2 nights \$54 per night	\$ 432
Food/ Supplies	18 people, 3 days	\$ 500
Oregon Coast Aquarium Behind the scene tour and admission	18 @ \$20 (1 free Chaperone)	\$383
Hatfield Marine Science Center and Lab Class	18 participants (14 students @ \$7 each plus \$3 reg fee)	\$178
Yaquina Lighthouse	Bus Pass	\$25
Ripley’s Believe It or Not/ Wax Museum	18 participants (18 @ \$30)	\$600

This trip is funded school funds. We have also applied for a mini grant to help with costs.

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).

RLA Proposes to use District Vehicle 202 for transportation to Newport, Oregon. Sean McFall is a certified Reynolds School District Activity Van Drivers (type 10/20 license) will be responsible for the driving of the vehicles.

7. Describe supervision plans to ensure maximum safety for students.

All students will adhere to the following guidelines and conditions while on the trip. Staff will be with students at all times to ensure maximum safety for students. We have created a schedule of activities and will review activity expectations before each activity so students are aware of where they should be, what they are doing and times for starting and stopping each activity.

Standard Reynolds School District rules and regulations will be enforced and followed. Appropriate disciplinary action will be taken if students are found to be in violation of any of these expectations and staff will notify Aaron Ferguson of any issues as they arise.

Staff will carry cell phones and these numbers have been made available to Aaron Ferguson in case we need to be contacted.

**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 Learning Academy

Description of field trip/activity: Science Department Field Trip

Location/Destination: Newport, Oregon

Date(s) of field trip/activity: May 11th, 2023-May 13th, 2023

Name(s) of person in charge of field trip/activity: Rachael Joyce, RLA Staff

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  
(Complete student health history on next page.)

Date

**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: Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Nathan Fant, Network Administrator

**Subject: Approve Intergovernmental Agreement between Reynolds School District #7 and Linn Benton Lincoln Education Service District**

Policy: [Capital Improvement - Educational Program - FEA](#)

Date: November 16, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

**Connection to School Board Core Beliefs and Commitments**

- Safety       Equity       Instructional Practice       Organizational Culture

**Strategic Plan Goal Topic 4: Professional Development**

We will offer continuous learning opportunities from onboarding to retirement for all staff to develop skills, knowledge, and confidence to accelerate student outcomes.

**Summary:**

The District receives ERATE processing services through the Linn Benton Lincoln Education Service District (LBL ESD)

The Agreement has been reviewed by legal and approved as to form and is now presented to the Board for review and approval, authorizing staff to sign the document.

Please refer to the following attachment:

Complete\_with\_DocuSign\_2022-2023\_REYNOLDS\_IG.pdf

**Previous Board Action:**

The Board previously approved 2021 E-Rate IGA with Willamette Education Services District (WESD) for identical ERATE processing services.

**Background:**

The specific work to be purchased through the agreement will be the processing of ERATE applications and overseeing the ERATE procurement process in accordance with regulations and guidelines.

**Financial Implications:**

The agreement price is for \$16,520 which includes ERATE preparation services outlined in the attached IGA expiring on June 30, 2023.

**Alternatives:**

Do not utilize LBL ESD to processing of ERATE applications and overseeing the ERATE procurement process in accordance with regulations and guidelines.

**Staff Recommendation:**

Staff recommends the Board approve the 2022-2023 Intergovernmental Agreement with Linn Benton Lincoln Education Service District (LBL ESD).

**Motion:**

- A. Motion Made by Board Member:
  - a. I move the Board approve the 2022-2023 Intergovernmental Agreement with Linn Benton Lincoln Education Service District (LBL ESD) for ERATE Services.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



**LINN BENTON LINCOLN EDUCATION SERVICE DISTRICT**  
**INTERGOVERNMENTAL AGENCY AGREEMENT**

This AGREEMENT is made and entered into, and shall take effect, this **1<sup>st</sup> day of July, 2022**, pursuant to the authority granted in Oregon Revised Statutes (“ORS”) Chapter 190, by and between the LINN BENTON LINCOLN EDUCATION SERVICE DISTRICT (“LBL”) and the **REYNOLDS SCHOOL DISTRICT** (“the District”), both parties being governmental entities of the State of Oregon.

**RECITALS:**

1. LBL is an education service district formed under ORS Chapter 334 and authorized by ORS 334.175 to provide services to school districts.
2. The District is a component school district of LBL and desires to receive the services as described below from LBL.

**WITNESSETH**

LBL and the District, in consideration of the mutual promises contained herein, agree as follows:

**SECTION I: TERM**

Unless earlier terminated, this Agreement shall be effective until **June 30, 2023**.

**SECTION II: OBLIGATIONS OF LBL**

LBL agrees to provide those program services specifically identified in Appendix A – Scope of Services including Administrative/Business Services; Cascade Regional Services; Information Systems Services; Network Services; Special Education & Evaluation Services; and Student & Family Support Services.

**SECTION III: OBLIGATIONS OF THE DISTRICT**

The District agrees to the requirements identified in Appendix A – Scope of Services as specified under “District/Program Responsibilities.”

**SECTION IV: TERMINATION**

If LBL or the District shall fail to fulfill in a timely and proper manner the obligations of this Agreement, or shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement prior to expiration of its term by giving written notice of such termination to the other, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by LBL or the District under this Agreement shall, at the option of the District, become the District’s property, and LBL shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, neither party shall be relieved of liability for damages sustained by LBL or the District by virtue of any breach of the contract by either party. The District may withhold any payments to LBL for the purpose of offset until such time as the exact amount of damages due the District from LBL is determined.

## **SECTION V: ACCOUNTING**

For audit purposes, the District shall, upon reasonable prior notice and during normal business hours, have access to and may inspect all of LBL's records relating to performance of this Agreement.

## **SECTION VI: INDEMNITY**

LBL and the District each shall be responsible for any damages to person or property caused by the intentional or negligent acts of their own officers, employees, and agents, to the extent permitted and to the limits prescribed by the Oregon Tort Claims Act (ORS 30.260-30.300).

## **SECTION VII: MISCELLANEOUS PROVISIONS**

- 1) Successors and Assigns. The terms and conditions of the Agreement shall inure to the benefit of the parties and their successors only. No assignment to the benefit of third parties is allowed. Nothing in this Agreement, expressed or implied, is intended to confer upon any other party, other than the parties hereto or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement except as expressly provided in this Agreement.
- 2) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oregon.
- 3) Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4) Titles and Subtitles: The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 5) Notices: Unless otherwise provided herein, any notice, request, certificate or instrument required or permitted under this Agreement shall be in writing and shall be deemed "given" upon personal delivery to the party to be notified, or three business days after deposit with the United States Postal Service or Interdistrict Courier.
- 6) Prevailing Party Fees. If any action at law, in equity, or by arbitration is taken to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled, including fees on appeal.
- 7) Amendments and Waivers. Any Amendment or Waiver of this Agreement must be made in writing and is effective and binding only when signed by the parties hereto.

- 8) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- 9) Arbitration. Any controversy of claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in Linn County, Oregon, pursuant to the arbitration rules of the Linn County District Court. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 10) Entire Agreement. This is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all other written and oral agreements.

**IT IS SO AGREED ON THIS DATE OF \_\_\_\_\_.**  
**[TO BE COMPLETED BY LAST SIGNATORY]**

**LINN BENTON LINCOLN  
 EDUCATION SERVICE DISTRICT**

**REYNOLDS SCHOOL DISTRICT**

\_\_\_\_\_  
**TONJA EVEREST, SUPERINTENDENT**

\_\_\_\_\_  
**DR. DANNA DIAZ, SUPERINTENDENT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**905 4<sup>TH</sup> AVENUE SE  
 ALBANY, OR 97321  
 TAX ID: 93-6000628**

**1204 NE 201 AVENUE NE  
 FAIRVIEW, OR 97024-2499  
 TAX ID NUMBER:**

<sup>DS</sup>

<sup>DS</sup>



**LINN BENTON LINCOLN ESD  
INTERAGENCY AGREEMENT  
APPENDIX A SUMMARY**

**REYNOLDS SCHOOL DISTRICT**

<b>Service Description</b>	<b>(2020-2021) 5/6/22 ADMr</b>	<b>Dec. 2021 SECC</b>	<b>Cost per ADMr/SECC</b>	<b>Total Service Cost</b>
<b>BUSINESS SERVICES</b>				
Erate				\$16,520
				\$0
				\$0
				\$0
<b>TOTAL</b>				<b>\$16,520</b>



## REYNOLDS SCHOOL DISTRICT

### E-Rate Services

#### **LBL Responsibilities:**

Pursuant to Section II: Obligations of LBL of this IGA, LBL agrees as follows:

1. Form Preparation (FCC Forms 470, 471, 486, 472, 500): Create E-rate related forms.
2. Deadline Management: Track applications and communicate deadlines.
3. RFP Review/Guidance: Review of district created RFPs.
4. Vendor Evaluation Guidance: Provide clear vendor evaluation guidelines that meet State and E-rate requirements.
5. Contract Review/Guidance: Review contracts for clear and concise language and dates to reduce problems during the Program Integrity Assurance (PIA) Review process.
6. Contract Management: Track E-rate related contracts for expiration dates and need for extensions or RFP postings.
7. PIA, Program Quality Assurance (PQA) and Selective Review Drafts: Draft responses to inquiries from USAC and meet with USAC staff in the event of a PQA site visit.
8. Funding Commitment Decisions Letter (FCDL) Review: Review funding commitment and communicate findings and suggest next steps for districts.
9. Review Invoices for Eligibility: Review vendor provided invoices to review for any costs that are not eligible for E-rate reimbursement.
10. Service Substitution Requests: Complete the necessary paperwork to request a Service Substitution, if requested by applicant.
11. Service Provider Identification Number (SPIN) Change Requests: Complete the necessary paperwork to request a SPIN Change, if requested by district.
12. Appeal Support: Complete the necessary paperwork to file an appeal, if requested by district.
13. Document Retention and Management: Retain and categorize all documentation pertaining to the E-rate Program for a minimum of 10 years.
14. Entity Management in E-rate Productivity Center (EPC) System: Update entity information in the EPC System on an annual basis.
15. Data and Calculations: Discount Rate calculation.
16. Category Two Budget Management: Track 5-year allocations of Category Two Budgets and update on an annual basis.
17. Asset Tracking: Documenting and assisting in tracking equipment purchased using E-rate funds.
18. Determine Children's Internet Protection Act (CIPA) Compliance: Review documentation to make sure the district is CIPA compliant.
19. Status Reports: Email reports to keep districts up to date on progress of applications.
20. Yearly Funding Reports: Produce detailed annual report of applications, funding and revenue received.

LBL will charge based on the size of your school/district.

#### **District/Program Responsibilities:**

Pursuant to Section III: Obligations of the District of this IGA, the District agrees as follows:

1. Forward any and all notification from SLD and/or vendors related to E-Rate to LBL ESD as quickly as possible.
2. Provide copies of past bills, invoices, and other items required to complete SLD forms.
3. Sign and return all forms to LBL ESD for submission.
4. To pay LBL for services identified above utilizing Tier 2 and/or district funds as indicated on the attached **Appendix A Summary**.
5. Extra hours not related to the Scope of Services as outlined above will be billed at a rate of **\$83.00 per hour**.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Jelena Doney, Executive Assistant

**Subject: Intergovernmental Agreement with Safe Routes to School**

Policy: [School Bus Safety Program – EEAC](#)

Date: November 16, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

---

**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.

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**Summary:**

The District would like to continue to partner with the City of Portland’s Safe Routes to School program to ensure that every student can transit to and from school safely. This intergovernmental agreement (IGA) is for school years 2022-2027.

Please refer to the following attachment(s): Attachment A Intergovernmental Agreement, City of Portland, Safe Routes to School

**Previous Board Action:**

The Board previously approved a five year intergovernmental agreement for Safe Routes to School at the June 14, 2017 meeting.

**Background:**

The City of Portland Department of Transportation seeks to improve safety corridors for children and families to commute to schools by walking and biking. This agreement authorizes district staff to convene community engagement sessions to serve as advisory to the City of Portland for infrastructure improvements.

**Financial Implications:**

There is no direct fee for service to the Reynolds School District for Safe Routes to School planning or programming.

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Staff recommends the Board authorize the acceptance of the Intergovernmental Agreement with the City of Portland for Safe Routes to Schools and authorize staff to proceed.

**Motion:**

I move the Board authorize the acceptance of the Intergovernmental Agreement with the City of Portland for Safe Routes to Schools and authorize staff to proceed.

- A. Motion Made by Board Member:
  - a. I move that the Board authorize the acceptance of the Intergovernmental Agreement with the City of Portland for Safe Routes to Schools.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

## INTERGOVERNMENTAL AGREEMENT

### Portland Safe Routes to School (SRTS) 2022-2027

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into by and between the Reynolds School District No. 7, Multnomah County, Oregon, hereinafter referred to as “RSD” and the City of Portland, Oregon, hereinafter referred to as the “City.”

#### RECITALS

1. The RSD and City (hereinafter referred to as the “Parties”) recognize that there are several community partners in Portland Safe Routes to School (“SRTS”) program: Reynolds School District, City of Portland, and Service Providers for SRTS.
2. The Parties understand the importance of having safe, accessible routes for students to travel to and from school.
3. The Parties believe that no child should be involved in a traffic crash accessing school or school programs.
4. The Parties agree that every child who wants to walk, roll, or take transit to school should know how to do so safely.
5. The Parties recognize the vital importance of SRTS’s efforts to increase the number of students who safely walk, bike, roll, take transit, and carpool to school. These efforts yield the following benefits: decreased traffic congestion and improved traffic safety, improved health and fitness, increased physical activity, increased independence, building neighborhood livability, increased alertness and academic achievement, and improved air quality.
6. The Parties recognize the importance of collaboration that supports families to use different transportation modes for the school trip.
7. Strong partnerships and commitments from both Parties are required to create effective transportation policies and implement those policies by developing and promoting transportation programs.
8. The Parties recognize the need to build towards district-wide transportation safety education.
9. The Parties recognize the importance of collaboration to mitigate the impacts of rebalancing and transportation.
10. The Parties understand that the way students travel to and from school is connected to the City’s climate goals.
11. The Parties recognize that transportation safety projects can impact school travel and that early engagement with RSD staff is necessary.
12. The Parties acknowledge that the program and administrative support systems supported by the Parties impose facilities and administrative costs on both Parties.
13. The City provides public resources and services to promote safe walking, biking, rolling, transit use, and carpooling. In so doing, the City has a responsibility to deploy resources as effectively and efficiently as possible, to account to Portland residents for the

allocation and outcomes of those resources, and to ensure that the activities supported are conducted in accordance with the highest legal, ethical, safety, and financial standards.

14. The Parties agree that the responsibilities listed here represent the basic requirements for obtaining and maintaining eligibility to participate in Portland's SRTS program for the 2022-2027 academic years.

### **Reynolds School District**

1. Provide the City's Project Team with contact information of Reynolds School District faculty as needed to facilitate SRTS program.
2. Provide the City's Project Team with contact information of Reynolds School District families (and/or release the Multnomah Education Service District to provide this information) as needed to facilitate the sharing of information and resources, and SRTS program evaluation.
3. Provide strategic leadership for their school communities around transportation options and safety. Some examples include:
  - a. Multimodal information on district and school websites
  - b. Collect travel/modal data and share with the City
  - c. Collect crash and near miss data per school and share with the City
  - d. Collaborate with City's Project Team on multimodal education
  - e. Collaborate with City's Project Team on school circulation to maximize safety for the school and surrounding neighborhood communities
  - f. District-wide communications around SRTS: distribute information provided by the City's Project Team to students, parents, and caregivers through school newsletters, mailings, backpack mail, posted flyers/announcements, school email, and /or other regular channels of communication
  - g. Provide annual opportunity for conversations between RSD Board and SRTS staff regarding school transportation and travel safety
  - h. Quarterly meetings between district staff and SRTS
4. Require each RSD principal who engages in SRTS programming to:
  - a. Provide access to school facilities to conduct SRTS programming.
  - b. Provide the City's Project Team access to the School's PTA/PTO, PTSA, Site Council, Staff, Safety Committee, Booster Club, Wellness Committee, and/or other relevant School groups as needed to provide information about the SRTS program

### **City of Portland**

1. Collaborate with RSD and Schools to enable the delivery of services and resources
2. Provide a Project Team, which includes City SRTS Team and Service Providers to:
  - a. Function as advisors for each School's participation in the SRTS program

- b. Provide materials, trainings, and resources that encourage and promote safe multimodal transportation options and education, such as:
  - i. Newsletter articles
  - ii. Incentives
  - iii. Walk + Roll events
  - iv. Individual marketing strategies that directly contact students and families
  - v. Training and technical support in the implementation of walking groups, biking groups, remote drop-off locations, etc.
  - vi. Coordinated parking safety campaigns and idle-free campaigns
  - vii. Arrival and dismissal traffic safety evaluation and communication
  - viii. Map of on-going safety projects, including funded and unfunded
  - ix. Multimodal transportation and traffic safety education, including training teachers
  - x. Information and resources that promote transportation education and safety
- 3. Track participation and evaluate program impacts and successes
- 4. Engage and inform RSD on construction project planning and implementation

## GENERAL PROVISIONS

### 1. FERPA Re-Disclosure

The parties recognize that the Family Educational Rights and Privacy Act [FERPA] imposes strict penalties for improper disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Consistent with FERPA's requirements, PII obtained by City in the performance of this Agreement may not be disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

### 2. Financial Management

- A. The City will be responsible for program costs imposed by the program activities identified and referenced in this Agreement.
- B. The RSD will be responsible for facilities, and administrative costs imposed by the program activities identified in this Agreement.
- C. The RSD will be responsible for management, operation, and maintenance of school property.

### 3. Safe Routes to School Material

It is understood that because the City is a government agency, all materials produced and distributed through Safe Routes to School do not need pre-approval from the RSD

Administrative Superintendent or designee before being distributed to students and parents. However, should the RSD Administration or School Principal find format or content objectionable in any way, the City will work with the RSD Administration and/or School Principal to resolve the concern before distributing the material.

#### 4. Public Record Requests

If a request is made to the City to inspect records subject to this Agreement and/or which contain information subject to FERPA, the City shall notify RSD. If the City refuses to release the records, RSD agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify RSD in order for RSD to take all appropriate legal action. RSD further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the disclosure of RSD records or records which contain information subject to FERPA.

#### 5. Liability

The parties understand that walking and biking involve certain risks and dangers and that crashes may occur despite all reasonable care and prevention. Parents/legal guardians shall assume all risks arising out of the SRTS program.

#### 6. Criminal Background Check

The City agrees to cause any officer, agent, or employee of City that will have unsupervised contact with RSD students to authorize RSD to conduct a criminal background check, including fingerprints, of that person. The City shall pay all fees assessed by the Oregon Department of Education for processing such background checks.

#### 7. Indemnification

- A. Subject to the limits of the Oregon Tort Claims Act, the Oregon Constitution and paragraph 5 Liability (above), City agrees to indemnify, hold harmless and defend, RSD, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement.
- B. Subject to the limits of the Oregon Tort Claims Act, the Oregon Constitution and paragraph 5 Liability (above), RSD agrees to indemnify, hold harmless and defend, City, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney fees, resulting from or arising out of the activities of RSD, participating schools, and their officers, employees or agents under this Agreement.

8. Amendments

This Intergovernmental Agreement may be amended only by a written agreement signed by the Parties. The Director of the Portland Bureau of Transportation may sign amendments on behalf of the City of Portland.

9. Early Termination of Agreement

- A. The City and the RSD, by mutual written agreement, may terminate this Agreement or the participation with any individual school at any time.
- B. The City, on thirty (30) days written notice to RSD, may terminate this Agreement or its participation with any individual school for any reason deemed appropriate at its sole discretion.

10. Term & Termination

This Agreement shall be effective July 1, 2022. Unless earlier terminated as provided above, this Agreement shall continue until June 30, 2027.

CITY OF PORTLAND

REYNOLDS SCHOOL DISTRICT

By:

By:

Printed Name:

Printed Name: Danna Diaz

Title: Commissioner-in-Charge

Title: Reynolds School District Superintendent

Date:

Date:

Approved as to form:

RSD Legal Reviewed: 6/18/2022  
Board Approved:



*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: November 16, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

**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:

<b>Board Policy Section</b>	<b>Month Sent to Board for First Reading/ Second Reading</b>
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:**

- A. Motion Made by Board Member:
  - a. I move that the Board approve the updates to section G (personnel) and DJC-AR as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Reynolds School District

Table of Contents

Section G: Personnel

Job Descriptions .....	<a href="#">GAB</a>
Affirmative Action .....	<a href="#">GAC</a>
Equal Employment Opportunity.....	<a href="#">GBA</a>
Veterans' Preference .....	<a href="#">GBA-AR</a>
Staff Ethics .....	<a href="#">GBC</a>
Staff Ethics .....	<a href="#">GBC-AR</a>
Staff Dress, Grooming and Religious Dress.....	<a href="#">GBCA</a>
Nepotism.....	<a href="#">GBCAA</a>
Alcohol/Controlled Substance Use.....	<a href="#">GBCBA</a>
Personal Conduct.....	<a href="#">GBCBB</a>
Personal Attire .....	<a href="#">GBCBC</a>
Moving Violations.....	<a href="#">GBCBD</a>
Board-Staff Communications.....	<a href="#">GBD</a>
Mother Friendly Workplace .....	<a href="#">GBDA</a>
Staff Health and Safety.....	<a href="#">GBE</a>
Staff Health and Safety - Safety Rules .....	<a href="#">GBE-AR</a>
Workplace Harassment *.....	<a href="#">GBEA</a>
Workplace Harassment Reporting and Procedure.....	<a href="#">GBEA-AR</a>
Communicable Disease – Staff .....	<a href="#">GBEB</a>
Communicable Diseases – Staff.....	<a href="#">GBEB-AR</a>
Staff - HIV, AIDS and HBV .....	<a href="#">GBEBA</a>
Drug-Free Workplace.....	<a href="#">GBEC</a>
Medical Examinations and Drug Testing * .....	<a href="#">GBED</a>
Drug and Alcohol Testing and Record Query - Transportation Personnel * .....	<a href="#">GBEDA</a>
Drug and Alcohol Testing - Transportation Personnel.....	<a href="#">GBEDA-AR</a>
Drug and Alcohol Testing and Record Query - Transportation Personnel * .....	<a href="#">GBEDA-AR</a>
Staff Participation in Political Activities.....	<a href="#">GBG</a>
Staff/Student/Parent Relations**.....	<a href="#">GBH/JECAC</a>
Staff Gifts, Fund Raising, Soliciting and Selling .....	<a href="#">GBI</a>
Internet-Sourced Crowdfunding Solicitation .....	<a href="#">GBI-AR</a>
Prohibited Use, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems.....	<a href="#">GBK/KGC</a>
Personnel Records * .....	<a href="#">GBL</a>
Confidentiality of Personal Information.....	<a href="#">GBLAA</a>
Confidentiality Form for District Employees and Consultants .....	<a href="#">GBLAA-AR</a>
Personnel Lists.....	<a href="#">GBLB</a>
Staff Complaints.....	<a href="#">GBM</a>
Staff Complaints.....	<a href="#">GBM-AR</a>
Whistleblower.....	<a href="#">GBMA</a>
Hazing, Harassment, Intimidation, Bullying, Menacing, or Cyberbullying – Staff.....	<a href="#">GBNA</a>
Hazing, Harassment, Intimidation, Bullying, Menacing, or Cyberbullying Reporting Procedures - Staff .....	<a href="#">GBNA-AR</a>
Licensed Staff Positions .....	<a href="#">GC</a>

License Requirements .....	<a href="#">GCA</a>
Personal Electronic Devices and Social Media - Staff.....	<a href="#">GCAB</a>
Insurance and Associated Payroll Costs – on hold.....	<a href="#">GCBC/GDBC</a>
Sick Leaves and Absences.....	<a href="#">GCBBD/GDBD</a>
Family Medical Leave.....	<a href="#">GCBDA/GDBDA</a>
Federal Family and Medical Leave/State Family Medical Leave.....	<a href="#">GCBDA/GDBDA-AR(1)</a>
Family Leave * .....	<a href="#">GCBDA/GDBDA-AR(1)</a>
Request for Family and Medical Leave.....	<a href="#">GCBDA/GDBDA-AR(2)</a>
Certification of Health Care Provider.....	<a href="#">GCBDA/GDBDA-AR(3)(A)</a>
Certification of Health Care Provider.....	<a href="#">GCBDA/GDBDA-AR(3)(B)</a>
Military Family Leave.....	<a href="#">GCBDA/GDBDA-AR(3)(C)</a>
Military Family Leave.....	<a href="#">GCBDA/GDBDA-AR(3)(D)</a>
FMLA/OFLA Eligibility Notice to Employee .....	<a href="#">GCBDA/GDBDA-AR(4)</a>
Sample Designation Letter to Employee - FMLA/OFLA Leave .....	<a href="#">GCBDA/GDBDA-AR(5)</a>
Designation Notice – FMLA/OFLA .....	<a href="#">GCBDA/GDBDA-AR(6)</a>
Fitness-for-Duty Certification .....	<a href="#">GCBDA/GDBDA-AR(7)</a>
Early Return to Work .....	<a href="#">GCBDB/GDBDB</a>
Early Return to Work – on hold.....	<a href="#">GCBDB/GDBDB-AR</a>
Domestic Violence, Harassment, Sexual Assault or Stalking Leave.....	<a href="#">GCBDC/GDBDC</a>
Eligible Employee Request for Domestic Violence, Harassment, Sexual Assault or Stalking Leave.....	<a href="#">GCBDC/GDBDC-AR</a>
Sick Time.....	<a href="#">GCBDD/GDBDD</a>
Military Leave of Absence .....	<a href="#">GCBDE/GDBDE</a>
Leave and Holidays .....	<a href="#">GCBE/GDBE</a>
Recruitment of Licensed Staff.....	<a href="#">GCC</a>
Posting of Staff Vacancies *– on hold .....	<a href="#">GCCA/GDCA</a>
Posting of Staff Vacancies *– on hold .....	<a href="#">GCCA/GDCA-AR</a>
District Equity Policy – on hold.....	<a href="#">GCCB</a>
	<a href="#">/GDCB/IKAAA</a>
Criminal Records Checks and Fingerprinting – on hold.....	<a href="#">GCDA/GDDA</a>
Criminal Records Checks and Fingerprinting – on hold.....	<a href="#">GCDA/GDDA-AR</a>
Staff Development – Licensed * .....	<a href="#">GCL</a>
Staff Development.....	<a href="#">GCL-AR</a>
Staff Development - Licensed * .....	<a href="#">GCL-AR</a>
Staff Development.....	<a href="#">GCL/GDL</a>
Evaluation of Staff.....	<a href="#">GCN/GDN</a>
Evaluation of Staff – on hold.....	<a href="#">GCN/GDN-AR</a>
Layoff - Licensed Staff * .....	<a href="#">GCPA</a>

Resignation of Staff * .....	<a href="#">GCPB/GDPB</a>
Discipline and Dismissal of Licensed Staff * .....	<a href="#">GCPD</a>
Discipline and Dismissal of Licensed Staff * .....	<a href="#">GCPD-AR</a>
Notice of Renewal/Nonrenewal or Continued Employment – on hold.....	GCQ/GDQ
Private Tutoring for Pay .....	<a href="#">GCQAB</a>
Research – on hold .....	GCQB
Copyrights and Patents .....	<a href="#">GCQBA</a>

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

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**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

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**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<sup>1</sup>, color, religion, sex, sexual orientation, gender identity<sup>2</sup>, national origin, marital status, pregnancy, childbirth or a related medical condition<sup>3</sup>, age, veterans' status<sup>4</sup>, service in uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability<sup>5</sup> 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.~~

<sup>1</sup> 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.~~

<sup>3</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> 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

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**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, a veteran or disabled veteran must provide certification they are a veteran or disabled veteran as defined by Oregon law<sup>2</sup>.

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.<sup>3</sup> 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<sup>4</sup> of eligibility for preference, in addition to other requested materials.<sup>5</sup>

<sup>1</sup> See Oregon Revised Statute (ORS) 408.235.

<sup>2</sup> See Oregon Revised Statute (ORS) 408.225 and OAR 839-006-0440 for definitions: definition of veteran and disabled veteran.

<sup>3</sup> Oregon Revised Statute (ORS) 408.230(5)

<sup>4</sup> 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.

<sup>5</sup> Verification of Veteran's Preference

## Selection Procedures <sup>6</sup>

- 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.<sup>7</sup>
- 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.

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~~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.~~

<sup>6</sup>~~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.<sup>22</sup> ORS 408.230(2)(c).

<sup>7</sup>~~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 member 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 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-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<sup>1</sup>, 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<sup>2</sup> 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<sup>3</sup>, 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<sup>4</sup> to the employee, or who receives any benefit from the employee’s public employment.

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<sup>1</sup> The term spouse includes domestic partner.

<sup>2</sup> 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.

<sup>3</sup> Ibid. p. 23

<sup>4</sup> Ibid. p. 32

“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 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**

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)(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

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**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<sup>1</sup>;
  - 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.

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<sup>1</sup> 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 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 household or a business with which any are associated. For example, the employee should not use the information that a student in his/her 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. ~~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



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<sup>1</sup> 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

<sup>1</sup> 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

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### 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



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



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

### Board-Staff Communications

The Board desires to maintain open communication channels between itself and the staff. The basic line of communication will be through the superintendent. However, this policy does not restrict protected labor relations communications of bargaining unit members. The superintendent will develop and recommend to the Board processes for communications between the Board and district employees.

Communications or reports to the Board or Board 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 Board 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'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, the~~ 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 Ssupervisor’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 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):**

- |   |   |   |
|---|---|---|
| <a href="#">ORS 243.650</a>                   | <a href="#">OAR 437-002-0140</a>          | <a href="#">OAR 437-002-0360 - 0363</a> |
| <a href="#">ORS 329.095</a>                   | <a href="#">OAR 437-002-0141</a>          | <a href="#">OAR 437-002-0368</a>        |
| <a href="#">ORS 453.001 to -453.275</a>       | <a href="#">OAR 437-002-0144</a>          | <a href="#">OAR 437-002-0377</a>        |
|   | <a href="#">OAR 437-002-0145</a>          | <a href="#">OAR 437-002-0390</a>        |
| <a href="#">OAR 437-001-0760</a>              | <a href="#">OAR 437-002-0161</a>          | <a href="#">OAR 437-002-0391</a>        |
| <a href="#">OAR 437-002-0020 to -00750081</a> | <a href="#">OAR 437-002-0180 to -0182</a> | <a href="#">OAR 581-022-2225</a>        |
| <a href="#">OAR 437-002-0134</a>              | <a href="#">OAR 437-002-0187</a>          |   |

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<sup>1</sup> 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<sup>2</sup> or nondisparagement<sup>3</sup> 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-

<sup>1</sup> “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.

<sup>2</sup> A “nondisclosure” agreement or provision prevents either party from disclosing the contents of or circumstances surrounding the agreement.

<sup>3</sup> 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

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**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



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.

Reports involving the superintendent should be referred to the Board chair on behalf of the Board. The Board chair will cause the information<sup>1</sup> 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

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<sup>1</sup> 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 EEBA) 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<sup>1</sup>, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis-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<sup>2</sup> or by the local public health administrator after determining that it poses presents a danger to significant public health risk in the public’s healthschool setting.
2. “Susceptible” for an employee means lacking evidencebeing at risk of immunity to thecontracting 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<sup>3</sup>, 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. AnWhen 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,

<sup>1</sup> Added per OAR 333-019-1000(2).

<sup>2</sup> “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.”

<sup>3</sup> “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 the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

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<sup>1</sup>.

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

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

These guidelines shall 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

<sup>1</sup> 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.<sup>1</sup>

### 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.

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<sup>1</sup> Districts directly receiving grants or contracts from the federal government are required to meet this obligation.

5. “Drug-free workplace”:<sup>2</sup> means A 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<sup>2</sup>

~~An employee shall, as a condition of employment, abide by the provisions of this policy.~~

## Sanctions and Remedies<sup>1</sup>

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 policy~~ the 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~~

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

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.<sup>1</sup> 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~~

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<sup>1</sup> 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 result 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

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**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~~ 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<sup>1</sup>. The offer of employment or transfer will be immediately withdrawn.<sup>2</sup>

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 Board 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

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<sup>2</sup> 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

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**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<sup>1</sup>, 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

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<sup>1</sup> “Drugs” as used in this policy refers to controlled substances covered by the OTETA, including marijuana, cocaine, opiates, amphetamines and phencyclidine (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

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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;

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- (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<sup>1</sup>:

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- (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;

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<sup>1</sup> <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<sup>2</sup> with the FMCSA on employees subject to such queries as required by law.

- b. The district will report<sup>3</sup> 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

<sup>2</sup> 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.

<sup>3</sup> 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<sup>4</sup> 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

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<sup>4</sup> 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. <sup>5</sup>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;

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<sup>5</sup> 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:

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- 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<sup>6</sup>. 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;

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<sup>6</sup> 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<sup>7</sup>;
- d. The number and frequency of such tests shall be determined by the SAP. Minimally, there shall be:

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- (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;

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<sup>7</sup> A follow-up test shall not also serve as a random test, and vice versa.

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- (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:

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- (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)).

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(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<sup>8</sup> 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

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<sup>8</sup> 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

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### Legal Reference(s):

[ORS Chapter 244](#)

[ORS 260.432](#)

OR. CONST., art. XV, § 8.

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

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#### **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 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<sup>†</sup> 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

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**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](#)

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<sup>†</sup>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: GBLAA-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.

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Name (Please Print)

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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

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### Legal Reference(s):

[ORS 332.107](#)

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

F



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

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### Legal Reference(s):

R4/13/17 | PH

[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<sup>1</sup>, 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.

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<sup>1</sup>“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. [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 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 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. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The 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 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

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### 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 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

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#### **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 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.<sup>1</sup> 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.~~

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<sup>1</sup> 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”<sup>2</sup> 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

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**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).

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<sup>2</sup> 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 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 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 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 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 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 (9<sup>th</sup> 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<sup>1</sup>,” 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<sup>2</sup>;
    - (2) Child of the employee (biological, adopted, foster or step child, a legal ward, or child of the employee standing in loco parentis);

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<sup>1</sup> 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.

<sup>2</sup> “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<sup>3</sup> 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

<sup>3</sup> 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.

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.

## **EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT**

### **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



Code: GCBDA/GDBDA-AR(1)

Revised/Reviewed:

**Coverage**

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**Family Leave**  
(Version 2)

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.<sup>1</sup> 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:

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<sup>1</sup> 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<sup>2</sup> (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);

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<sup>2</sup> Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

- 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<sup>3</sup> in conjunction with a statewide public health emergency declared by a public health official.<sup>4</sup>
- 4. Bereavement Leave: leave related to the death of a covered family member.<sup>5</sup>
- 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<sup>6</sup>;
    - (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;

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<sup>3</sup> “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).

<sup>4</sup> 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.

<sup>5</sup> Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

<sup>6</sup> “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.

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- (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<sup>7</sup>. 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

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<sup>7</sup> 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.<sup>8</sup> 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.<sup>9</sup>

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<sup>10</sup>. 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<sup>11</sup>. 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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<sup>8</sup> 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.

<sup>9</sup> 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.

<sup>10</sup> 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.

<sup>11</sup> 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:

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- 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:
      - R (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.<sup>12</sup> 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

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<sup>12</sup> 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**

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<sup>13</sup> and OFLA<sup>14</sup> 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

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<sup>13</sup> Poster available at <https://www.dol.gov/agencies/whd/fmla/posters>.

<sup>14</sup> 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<sup>1</sup> with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)

<sup>1</sup> “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<sup>2</sup>  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<sup>3</sup> 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

<sup>2</sup> "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.

<sup>3</sup> "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 by the 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 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).

Employee's name: \_\_\_\_\_
First Middle Last

**To be Completed by 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/medical specialty: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax:( ) \_\_\_\_\_

Email: \_\_\_\_\_

**Medical Facts**

1. The Approximate date the condition commenced: \_\_\_\_\_

The 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 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 by the 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:

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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):

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**Amount of 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: \_\_\_\_\_

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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:

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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: \_\_\_\_\_

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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):**

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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 by the 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.

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 medical provider. The return of this form is required to obtain or retain the benefit for FMLA protections.

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:

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Employee signature

Date

**To be Completed by 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: \_\_\_\_\_

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Type of practice/medical specialty: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

**Medical Facts**

1. The Approximate date the condition commenced: \_\_\_\_\_

The 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:

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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):

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**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: \_\_\_\_\_

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During this time, will the patient need care?  Yes  No

Explain the care needed by the patient and why such care is medically necessary:

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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: \_\_\_\_\_

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Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

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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



- 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 for Leave**

1. Describe the reason you are requesting qualifying leave due to a qualifying exigency (include including the specific reason you are requesting leave):

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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):

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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**

1. The Approximate date qualifying exigency/ or deployment commenced or will commence is: \_\_\_\_\_

The Probable 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:

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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**

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 \_\_\_\_\_

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**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



If a current servicemember, please provide the covered servicemember's military branch, rank and unit currently assigned to:

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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:

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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:

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**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:

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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**

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 for Care by 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.

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Signature of health care provider

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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.<sup>23</sup> 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.*)

<sup>2</sup> Oregon Military Family Leave Act allows for 14 days of leave per deployment.

<sup>3</sup> 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).~~
- 5eb. 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 Boardboard 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.
- 5ec. 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.
- 5ed. 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 performperform 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,” reinstatementrestoration 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~~ 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 requestedwill 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:-

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Additional information is needed to determine if your FMLA and/or OFLA leave request can be approved.

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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<sup>1</sup>:

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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.

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- 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

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<sup>1</sup> 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: 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 - 124.040 or 163.730 - 163.750 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

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**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 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 police 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<sup>1</sup> 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

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<sup>1</sup> “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

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**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<sup>1</sup> with a uniformed service<sup>2</sup> 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.

<sup>1</sup> “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.

<sup>2</sup> “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

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**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

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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



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



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 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

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#### **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:

## R O P O S E D 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.<sup>1</sup>

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<sup>2</sup>.

END OF POLICY

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### Legal Reference(s):

[ORS 342.805 - 342.910](#)

[ORS 342.934](#)

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<sup>1</sup> See ORS 342.934 (HB 2001 (2021)) for definitions and requirements.

<sup>2</sup> 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 Board encourages employees to provide advance notice that is appropriate for the position they hold.

The 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

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### 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



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:

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- (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.

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## 2. Contract Teachers

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- 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.

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- 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. **P** 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. **O** 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.

**P** Corrected 9/21/22

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Code: GCQA/GDQA  
Adopted:

## R 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

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### Legal Reference(s):

[ORS 332.107](#)

Corrected 9/21/22



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 ethics Board policy GBC – Staff Ethics.

END OF POLICY

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### 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

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### 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



## **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)<sup>1</sup>

- 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

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<sup>1</sup>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<sup>2</sup>**

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

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

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 become available, the district must be able to respond immediately in order to obtain the property or equipment.
- c. Some types of property or equipment may not be readily available in the new goods market. The district may have to look for used items to fill the need.
- d. Competition to provide used property and equipment may be very limited and inconsistent, depending on the type of product.
- e. The district maintains vendor lists which include information on whether a vendor provides used property or equipment. These lists are open to all vendors.

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

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

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

## **9. Information Technology Contracts**

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

- a. If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.

- b. If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules, and shall solicit written proposals in accordance with the requirements of the *Attorney General's Model Public Contract Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award;
- c. If the amount of the contract is estimated to exceed \$150,000, the district shall provide proposers an opportunity to review the evaluation of their proposals before final selection is made.

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

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

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

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of

purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

## 11. Telecommunications Services

- a. The district shall secure the most competitive, cost-effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs. The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this rule.

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)<sup>4</sup>

- 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.

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<sup>4</sup>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,  
Special Procurement and Exemptions from Competitive Bidding - DJC-AR

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**.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Dr. Koreen Barreras-Brown, Chief Academic Officer

**Subject: Elementary Staff and Student Calendar Revision – LETRS Training**

Policy: [School Year/School Calendar – IC/ICA](#)

Date: November 16, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**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.

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**Summary:**

The RSD Calendar Committee met on October 18 for their first meeting of the school year. At this meeting REA leadership requested that two Elementary student school days in spring of the current school year be converted to non-student professional development (PD) days for additional teacher training in Language Essentials for Teachers of Reading and Spelling, or LETRS. LETRS training dives into the science of reading and provides teachers with strategies to help early learners decode words and develop stronger awareness of letter-sound connections.

The dates that LETRS representatives have confirmed for this teacher training are Friday, February 24, 2023 and Friday, May 19, 2023. Elementary school students would not attend school these two days as indicated on the attached 2022-23 elementary student calendar. This will be a PD day for elementary school teachers as indicated on the attached 2022-23 Elementary Certified Staff calendar.

**Previous Board Action:**

In February 2022 the Board accepted the recommendations of the RSD Calendar Committee and voted to approve the 2022-2023 certified staff calendars. From these approved certificated staff calendars, the following student calendars were derived: Elementary School, Middle School, Reynolds High School, Reynolds Learning Academy and Community Transition Program. In April 2022 the Board approved the 2022-2023 student calendars.

**Background:**

Each fall a team of teachers and administrators comes together to make certificated staff calendar recommendations for the following school year to the Board of Directors. Some of this process is described in contract language in the Reynolds Education Association contract. The contract requires that there be a calendar committee that includes at least three members appointed by REA. The contract also requires a two-part process: The first part is to bring the dates for the first and last employee days and the dates for winter and spring breaks to the Board of Directors in February. The second part is for the calendar committee to complete the proposed school calendars, including instructional, grading, in-service and conference days, allow time for REA review, and bring the finalized calendar recommendations to the Board. The Board approved the proposed certificated staff calendars, including dates for the first and last days of work and winter and spring breaks, at the February 2022 business meeting.

The Committee presented and the Board approved the five 2022-2023 student calendars at the April 2022 business meeting.

**Financial Implications:**

There is no additional cost to the District for these two LETRS professional development days.

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Staff recommends the Board adopt the proposed change to the 2022-2023 Elementary certified staff and student calendars, converting Friday, February 24 and Friday, May 19, 2023 to non-student professional development days for elementary teachers.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board adopt the proposed change to the 2022-2023 Elementary staff and student calendars, converting Friday, February 24 and Friday, May 19, 2023 to non-student professional development days for elementary school teachers.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



# LETRS Training Calendar Changes

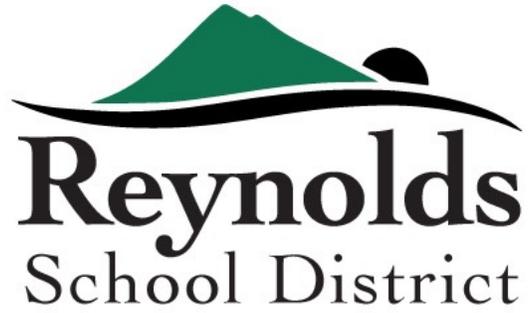
November 16, 2022

*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.



## 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.



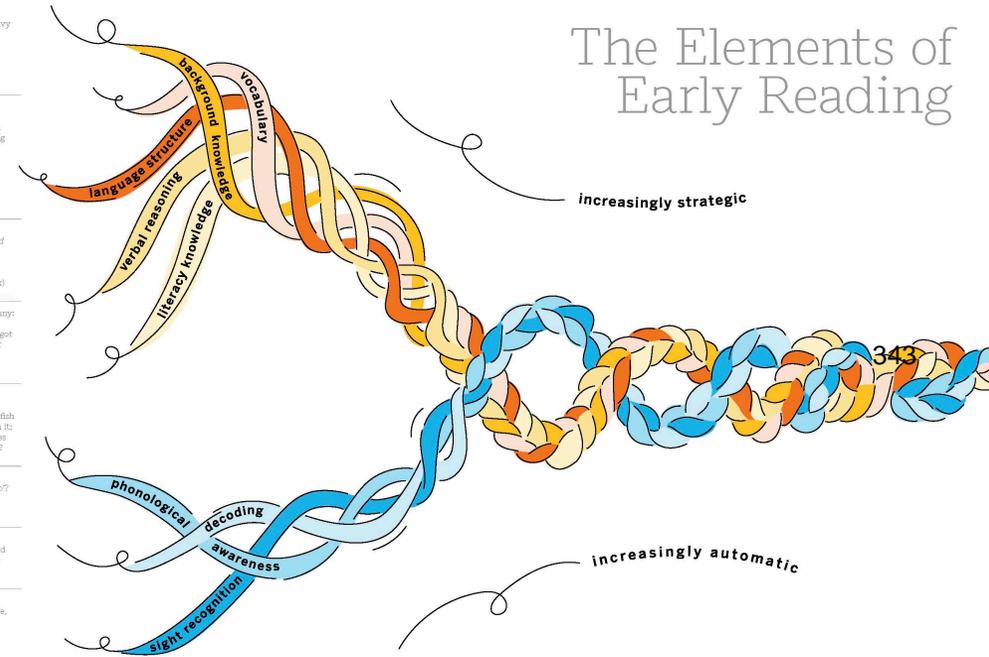
### ORGANIZATIONAL CULTURE

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

# LETRS (Language Essentials for Teachers of Reading and Spelling)

- In collaboration with REA, we recognize the heavy burden that the LETRS professional development places upon the school district which has been exacerbated by the COVID pandemic and the substitute teacher shortage
- We also recognize the amazing benefits that learning about the Science of Reading has for both our staff and students

background knowledge	have broad background knowledge—facts, concepts, causal relationships, etc.—of the sort authors will assume you share	how could heavy snowfall lead to a flood?
vocabulary	know a wide range of word meanings (words), each connected to a web of other word meanings (depth); additionally, know word-part meanings such as the 'pre' in 'preposter' (morphology)	say as many words as you can that mean the same as big
language structure	extract ideas from sentences using syntax, vocabulary, figures of speech, and background knowledge	why is this funny: I've had a wonderful evening but this wasn't it (Groucho Marx)
verbal reasoning	make connections between ideas across sentences (e.g., inferring), creating a web of ideas for a passage (inference)	why is this funny: Did you get a haircut? No, I got all of them cut
literacy knowledge	build a big-picture model of the situation described in a text (situation model) and use it across texts	three turtles rested on a floating log; a fish swam beneath it; were the turtles above the fish?
phonological awareness	know that spoken words are made up of sounds or phonemes (phonemic awareness)	what are the sounds in 'ship'?
decoding	know this spelling stands for that sound (the alphabetic principle)	say the most common sound for: s, d, ee, ch
sight recognition	read words by blending sounds and, increasingly, automatically on sight (sight recognition)	say these words: bat, late, though, eye



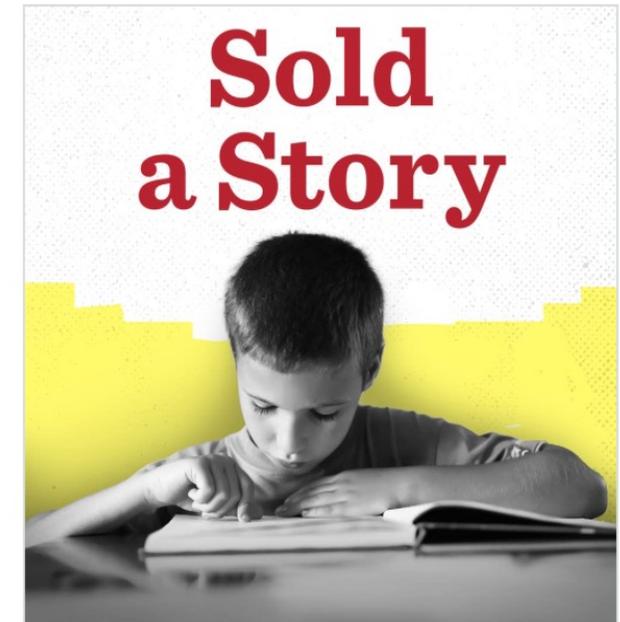
Braid diagram based on Scarborough, H. S. (2001). Connecting early language and literacy to later reading (dis)abilities: Evidence, theory, and practice. In S. Newman & D. Dickinson (Eds.), *Handbook for research in early literacy* (pp. 97-110). New York: Guilford Press.

Amplify.

# Benefits

- We are the only district in the Multnomah Educational Service District (MESD) that is training all their elementary school teachers and teacher leaders at the same time
- Our Language Arts adoption was guided by our professional development that was learned via LETRS
- Our staff are more attuned to the science of reading and have even shared their favorite science of reading podcasts with both the School Board and Cabinet
- By reducing two instructional days (K-5 only), this alleviates disruption in schools with teachers being absent for training during the regular school day for up to two weeks
- By reducing two instructional days (K-5 only), this allows for elementary administrators to be trained during this time also

## NEW PODCAST



344

# Collaboration with REA

- One solution that REA proposed, to avoid overtaxing the substitute teacher system, is to convert two instructional days into professional development days at the elementary level (K-5 only)
- The proposed dates are February 24th and May 19th; they coincide with the end of units of study in LETRS and are not randomly selected dates
- There would be no additional financial cost to the district
- If action is taken now, parents would have advance notice so that they can plan accordingly for childcare
- Last year's school cancellations due to staff shortages were understandably frustrating for families; we are trying to be proactive and avoid this scenario moving forward

345

# Impact Statement of Missing Two (K-5 only) Instructional Days for LETRS Training

**Per Division 22** (OAR 581-022-2320 Required Instructional Time), all Oregon K-5 students must complete **900 hours** of instructional time each year.

- If two instructional days (K-5 grades only) are missed, then **all K-5 students** in Reynolds School District will still meet and surpass the required instructional hours per Division 22.
- If inclement weather occurs, per Division 22 and the local school board, the total instructional hours can be reduced by up to **14 hours**.

Table 1. The Amount of Remaining Instructional Hours per Grade Level if Two Instructional Days are Missed for LETRS (literacy) training.

Grade Level	2022-2023 Reynolds School District Instructional Hours	Minus (-) 2 Missed (6 hours each) Instructional Days for LETRS Training	Equals (=) the Amount of Instructional Hours Remaining
All Day Kindergarten	963.7	12	951.7
1st-3rd Grades	1010.2	12	998.2
4th-5th Grades	950.2	12	938.2



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

# Reynolds School District | 2022-2023 Elementary Certified Staff Calendar

**25** New Teachers Only  
**29** Teacher Work Day  
**30** Building Staff Development  
**31** District/Building Staff Development

**JANUARY 2023**

S	M	T	W	Th	F	S
	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**2** Holiday  
**3** Mid-Year Planning  
**16** Holiday  
**26** End of Semester  
**30** Grading/Evaluation

**9, 23** 1 hr 10 min Late Start for Teacher PD

**AUGUST 2022**

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
22	23	24	25	26	27	
28	29	30	31			

**FEBRUARY 2023**

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

**20** Holiday  
**24** Professional Development

**6, 13, 27** 1 hr 10 min Late Start for Teacher PD

**1** Teacher Work Day  
**2** Non-Contract  
**5** Holiday  
**6** Students' First Day  
 (Grades 1 - 5)  
 (K - Gradual Entry)

**12, 19, 26** 1 hr 10 min Late Start for Teacher PD

**MARCH 2023**

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**22** ½ PD / ½ Conference Prep  
**23** Conferences  
**24** Conferences  
**27-31** Spring Break

**6, 13, 20** 1 hr 10 min Late Start for Teacher PD

**7** Non-Contract/Statewide Inservice

**3, 10, 17, 24, 31** 1 hr 10 min Late Start for Teacher PD

**APRIL 2023**

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**14** Grading/Evaluation

**3, 10, 17, 24** 1 hr 10 min Late Start for Teacher PD

**10** Grading/Evaluation  
**11** Holiday  
**21** Conference Prep  
**22** Conferences  
**23** Conferences  
**24** Holiday  
**25** Thanksgiving Break

**7, 14, 28** 1 hr 10 min Late Start for Teacher PD

**MAY 2023**

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**29** Holiday  
**19** Professional Development

**1, 8, 15, 22** 1 hr 10 min Late Start for Teacher PD

**19-22** Winter Break  
**23** Holiday  
**26** Holiday  
**27-29** Winter Break  
**30** Holiday

**5, 12** 1 hr 10 min Late Start for Teacher PD

**JUNE 2023**

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**15** Students' Last Day  
**16** Grading/Evaluation  
**19** Post Instructional Day

**5, 12** 1 hr 10 min Late Start for Teacher PD

# REYNOLDS SCHOOL DISTRICT

## Elementary School Student Calendar

### 2022-2023 SCHOOL YEAR

Board Approved:  
11-16-2022

#### September 2022

- 6 Students' First Day (Grades 1-5)  
Staggered start for Kindergarten –  
check with school
- 12 Late Start
- 19 Late Start
- 26 Late Start

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	F	7	8	9	10
11	L	13	14	15	16	17
18	L	20	21	22	23	24
25	L	27	28	29	30	

#### School Start Times

Fairview, Salish Ponds, and Woodland  
8:50 AM to 3:20 PM Late Start 10:00 AM

Hartley and Wilkes  
8:15 AM to 2:45 PM Late Start 9:25 AM

Alder, Davis, Glenfair, Margaret Scott, Sweetbriar, and Troutdale  
9:20 AM to 3:50 PM Late Start 10:30 AM

#### October 2022

- 3 Late Start
- 7 \*No School for Students or Staff
- 10 Late Start
- 17 Late Start
- 24 Late Start
- 31 Late Start

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	L	4	5	6	N	8
9	L	11	12	13	14	15
16	L	18	19	20	21	22
23	L	25	26	27	28	29
30	L					

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	L	7	8	9	10	11
12	L	14	15	16	17	18
19	L	21	N	PC	PC	25
26	H	H	H	H	H	

#### March 2023

- 6 Late Start
- 13 Late Start
- 20 Late Start
- 22 \*No School/Conference Prep
- 23-24 \*No School/Conferences
- 27-31 \*No School/Spring Break

#### November 2022

- 7 Late Start
- 10 \*No School/ Pupil Evaluation
- 11 \*No School/Veterans Day
- 14 Late Start
- 21 \*No School/Conference Prep
- 22-23 \*No School/Conferences
- 24-25 \*No School/Thanksgiving Break
- 28 Late Start

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	L	8	9	G	H	12
13	L	15	16	17	18	19
20	N	PC	PC	H	H	26
27	L	29	30			

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	L	4	5	6	7	8
9	L	11	12	13	G	15
16	L	18	19	20	21	22
23	L	25	26	27	28	29
30						

#### April 2023

- 3 Late Start
- 10 Late Start
- 14 \*No School/Pupil Evaluation
- 17 Late Start
- 24 Late Start

#### December 2022

- 5 Late Start
- 12 Late Start
- 19-30 \*No School/Winter Break

DECEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	L	6	7	8	9	10
11	L	13	14	15	16	17
18	H	H	H	H	H	24
25	H	H	H	H	H	31

MAY 2023						
S	M	T	W	Th	F	S
	L	2	3	4	5	6
7	L	9	10	11	12	13
14	L	16	17	18	N	20
21	L	23	24	25	26	27
28	H	30	31			

#### May 2023

- 1 Late Start
- 8 Late Start
- 15 Late Start
- 19 \*No School/Staff Training
- 22 Late Start
- 29 \*No School/Memorial Day

#### January 2023

- 2 \*No School/New Year's Day
- 3 \*No School/Planning
- 9 Late Start
- 16 \*No School/MLK Day
- 23 Late Start
- 27 End of 1<sup>st</sup> Semester
- 30 \*No School/Pupil Evaluation

JANUARY 2023						
S	M	T	W	Th	F	S
1	H	N	4	5	6	7
8	L	10	11	12	13	14
15	H	17	18	19	20	21
22	L	24	25	26	27	28
29	G	31				

JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	L	6	7	8	9	10
11	L	13	14	F	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

#### June 2023

- 5 Late Start
- 12 Late Start
- 15 Last Day of School

#### February 2023

- 6 Late Start
- 13 Late Start
- 20 \*No School/Presidents' Day
- 24 \*No School/Staff Training
- 27 Late Start

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	L	7	8	9	10	11
12	L	14	15	16	17	18
19	H	21	22	23	N	25
26	L	28				

F = First Day of School (See grade level) or Final Day (in June)

L = Late Start (school starts 1 hour 10 minutes later)

**\*Dates in Bold** = No School Day for Students

**N** = No school for students.

**PC** = No school for students. Parent conferences.

**H** = No school for students or staff for Holiday Break.

**G** = No school for students. Staff report for grading/evaluation.



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: OSBA Elections**

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: November 16, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

**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:**

School Boards in Multnomah County are being asked to vote for OSBA Board of Directors position 17 as well as this year’s resolution to adopt the OSBA Legislative Priorities and Principles as recommended by the Legislative Policy Committee.

Katrina Doughty is the incumbent for position 17 and is running unopposed.

**Previous Board Action:**

The Board has participated in similar elections every year.

**Staff Recommendation:**

Staff recommends the Board cast votes for OSBA Board Members for positions 17 and 19 and approve the OSBA resolution.

**Motion:**

Position 17:

- A. Motion Made by Board Member:
  - a. I move that the Board vote for Karina Doughty for position 17 on the OSBA Board of Directors.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Resolution:

- A. Motion Made by Board Member:
  - a. I move that the Board approve OSBA Resolution 1-2021-22 Legislative Priorities and Principals as recommended by the Legislative Policy Committee.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

# NOMINATION FORM OSBA BOARD OF DIRECTORS REGIONAL MEMBER

Date: 8.22.22

TO: Sonja McKenzie, OSBA President-Elect  
Oregon School Boards Association  
1201 Court St NE, #400  
Salem, OR 97301  
Fax: 503-588-2813  
E-mail: [OSBAelections@osba.org](mailto:OSBAelections@osba.org)

**Nominations are due by 5 pm,  
September 30, 2022**

Return this form and all candidate information forms to the OSBA office by email at [OSBAelections@osba.org](mailto:OSBAelections@osba.org), or mail to Oregon School Boards Association, 1201 Court St. NE, #400, Salem, OR 97301

Dear Sonja McKenzie:

With this letter, our board nominates the candidate named below to a position on the OSBA Board of Directors for the Katrina Doughty Region, Position # 17.

## BOARD CANDIDATE INFORMATION

Name: Katrina Doughty  
District/ESD/Community College: Multnomah Education Service District  
Address: 11611 NE Ainsworth Circle  
City: Portland, Oregon ZIP: 97220  
E-mail: [kdoughty@mesd.k12.or.us](mailto:kdoughty@mesd.k12.or.us) Phone: 503-257-1504

**This nomination was approved by official action of our board of directors at a duly called meeting on 8.22.22.**



(Board Chair signature)

Board Chair name: Elizabeth Durant  
District: Parkrose School District  
Address: 10636 NE Prescott Street  
City: Portland, Oregon ZIP: 97220

# CANDIDATE QUESTIONNAIRE

## OSBA Board of Directors

Name: \_\_Katrina Doughty\_\_ Region: \_\_Multnomah Co\_\_  
District/ESD/CC: \_\_Multnomah ESD\_\_ Position #: \_\_17\_\_

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

*Katrina Doughty*

Name

09/07/2022

Date

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

### **1. Describe in your own words the mission and goals of OSBA.**

The mission of OSBA is to help build the capacity of School Board Members so they can advocate for an Oregon education system free of cultural, institutional, and individual racism. Together we work to break down the oppressive systems of white supremacy to ensure that EVERY student can thrive.

### **2. What do you want to accomplish by serving on the OSBA board of directors?**

When serving on the OSBA Board, I will focus on student advocacy while bridging education and public health. Both systems are rooted in white supremacy and have life-altering effects on our youth, families and communities. I want to create a LGBTQQI2S+ caucus for OSBA to support colleagues, future candidates, staff, students & families.

### **3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.**

My leadership style is collaborative, creative, and driven by a justice framework. I created the Service Integration Teams for Yamhill County, which are community-based resource sharing and collaborative problem-solving groups. Each group is formed around school districts, and building them required 100+ regional, cross-sector partners working together.

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

1. Addressing and deconstructing the white supremacy culture and structure within the field of education and within OSBA; this includes working to be actively anti-racist.
2. Aiding school districts in the SSA – SIA transparency and accountability demands; with a specific emphasis on holding school districts accountable to equity and community engagement.

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

1. Students in our region are not receiving the support they need. A lack of accessible physical, mental and emotional health resources decreases the likelihood that a student will thrive, which is only exacerbated by a pandemic like COVID-19.
2. Student retention due to gentrification and a lack of affordable housing.

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

My plan is to enhance and create platforms for meaningful communication that align with existing regional efforts. I will work to create a Legislative and Community Action coalition for my region to collaborate, while simultaneously being responsive to the specific challenges and opportunities of each district.

Thank you for your consideration and the opportunity to share my goals and qualifications.

**Deadline: September 30, 2022, 5 pm**

*Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.*



**Other applicable training or education:**

Suicide Prevention  
Motivational Interviewing  
Ask-able Adult  
Health Navigator Certification  
Mental Health First Aid  
Policy and Legislative Advocacy  
FEMA Disaster management and ICS training

**Activities, other state and local community services:**

Universal Preschool Now – School Board Cohort Coordinator, Public Health Cohort Coordinator  
Co-founder of Northwest Quality Care  
Oregon Womxn’s Campaign School - Support, promote and supportive storytelling  
AETC PrEP and nPEP Workgroup of Oregon  
Clackamas County – Inclusion, Diversity, Equity and Accessibility Committee  
Reproductive and Sexual Health Coalition of Clackamas County  
Paid Family and Medical Leave (HB 2005) – Lobbying, promotion and supportive storytelling  
Driver’s License for All (HB 2015) – Community organizing and promotion  
Reproductive Health Equity Act (HB 3391) – Lobbying, promotion and community organizing  
No Cuts to Care (No on M 106) Campaign – Lobbying, promotion and community organizing  
Health Care for All Oregon Children (SB 558) – Lobbying, promotion and community organizing  
Service Integration Teams of Yamhill County  
Cascadia Rising Workgroup of Yamhill County  
Advocates for Youth – GOTV Oregon Team  
CERT Yamhill County

**Hobbies/special interests:**

Gardening  
Public Health Advocacy  
Baking  
Reproductive Justice  
My therapy puppy: Rory

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

Oregon Public Health Association – Legislative Committee – At-large (August 2020- present)  
Young Nonprofit Professionals Network of Portland – Community Engagement Chair (June 2018-March 2020)  
Oregon Adolescent Health Alliance – At-large (August 2018 – August 2020)  
Planned Parenthood Columbia Willamette – Young Supporters Board – At-large (June 2017 – March 2020)  
NWAAF – Volunteer Event Coordinator (2016-2020)  
NARAL Oregon – Development Committee – At-large (2017-2020)

**Additional comments:**

I want to develop an LGBTQI2S+ caucus for OSBA to best support our fellow board members, future candidates, staff, students and families.

**Deadline: September 30, 2022, 5 pm**

*Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.*



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## Resolution to adopt the OSBA Legislative Priorities and Principles as recommended by the Legislative Policy Committee

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**WHEREAS**, the OSBA Legislative Policy Committee is charged under the OSBA Bylaws with developing the association's recommended Legislative Priorities and Principles, and

**WHEREAS**, the OSBA Legislative Policy Committee has crafted the Proposed OSBA Legislative Priorities and Principles as a foundational document in guiding the legislative and advocacy work of OSBA members and staff, and

**WHEREAS**, the OSBA Legislative Policy Committee has determined these Proposed OSBA Legislative Priorities and Principles to be in alignment with the OSBA Board of Directors equity goals, and

**WHEREAS**, the OSBA Legislative Policy Committee met in January and April to review the Proposed OSBA Legislative Priorities and Principles, and

**WHEREAS**, the OSBA Legislative Policy Committee approved the Proposed OSBA Legislative Priorities and Principles at its April meeting and urged the OSBA Board of Directors to approve the Proposed OSBA Legislative Priorities and Principles and place them before the membership for approval.

**THEREFORE, BE IT RESOLVED** by the OSBA Board of Directors that the Proposed OSBA Legislative Priorities and Principles be placed before the membership for consideration during the 2022 OSBA election season, and

**BE IT FURTHER RESOLVED** that the Proposed OSBA Legislative Priorities and Principles and a copy of this resolution be forwarded to all member boards of the Association in accordance with the OSBA Board of Directors adopted elections calendar.

# Legislative Priorities and Principles

## Preamble

OSBA's mission is to improve student success and education equity through advocacy, leadership, and service to Oregon public school boards. Education equity ensures:

- All students are accepted as their authentic selves, are heard and valued, feel they belong, and achieve high academic and personal standards that empower them to thrive.
- Student success will not be predicted nor predetermined by race, ethnicity, family economics, location, gender, gender identity, sexual orientation, disability status, religion, culture, or any other identity.

Public school boards have unique insights on how to address education equity and systems change in their districts. OSBA is committed to supporting boards in their just and fair distribution of resources based upon each student's needs.

Equity is the driving force behind the Student Success Act, and OSBA is dedicated to advancing legislation designed to raise academic achievement for all students and reduce academic disparities for historically underserved students.

In support of OSBA's Call for Equity, and on behalf of Oregon students, we are committed to promoting equity, combatting injustices, and disrupting bias and systemic racism in education policies through our advocacy at the state level.

OSBA believes a strong and equitable public education system is the best investment Oregonians can make to assure student success, strengthen our economy, create thriving communities, and improve the quality of life for every Oregonian.

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Approved by the Legislative Policy Committee: April 23, 2022

Approved by the OSBA Board: September 23, 2022

Approved by the OSBA Membership:



# Priorities

## **Promote Adequate, Predictable, and Stable Funding**

The State School Fund rises and falls every two years because Oregon's revenue-raising and funding systems have substantial variance. Stable and adequate funding is crucial to providing a quality education to all students across the education continuum. To ensure stable and adequate funding, OSBA will actively promote legislation that accurately calculates current service level funding for school districts.

## **Protect the 2019 Student Success Act**

The Student Success Act provides local school districts and education service districts unprecedented opportunities to target new funding toward educational programs. OSBA will actively promote legislation to protect the funding allocated for the Student Success Act in order to deliver equitable outcomes for all K-12 students.

## **Close the Opportunity Gap**

In every community a disparity in academic achievement exists between student groups. OSBA will support legislation aimed at closing achievement and opportunity gaps that exist across Oregon's public schools.

## **Contain Cost Drivers**

The costs associated with health care and retirement benefits are eating into funding available for instructional opportunities for students. OSBA will promote legislation that provides relief for districts related to benefit costs controlled by the State.

## **Support Local Governance and Oppose Mandates**

Locally elected officials, local education professionals, and the local community are in the best position to respond to the needs of all students. New mandates must have necessary funding and be researched-based with results indicating increased achievement for all students.

## **Support Capital Improvements**

Students need schools that are safe, comfortable, and appropriate for a modern and/or digital learning environment. OSBA will actively promote the allocation of state-level resources to help pay for construction and capital improvement. OSBA will promote legislation aimed at diversifying the funding methods available to school districts.

## **Ensure Access to Post-Secondary Credits**

All students should have access to post-secondary credit opportunities. OSBA will advocate for a seamless transfer of credits throughout Oregon's higher education system.

## **Address Education Workforce Shortages**

OSBA will promote efforts both state and at the local level to preserve and improve initiatives that combat the workforce shortage. OSBA will advocate for programs that will help districts recruit and retain a diverse and well-prepared workforce.

# Principles

## **Finance**

OSBA supports the allocation of state resources to ensure school districts and education service districts have the necessary resources to equitably and fully support all students' instructional, behavioral, and programmatic needs. OSBA supports appropriate financial tax policy to make Oregon schools competitive, nationally, and globally, including the preservation of other funding options for local district consideration.

## **Student Programs**

OSBA supports high-quality programs that equitably serve all students in obtaining a comprehensive and well-rounded education. OSBA supports new and continued partnerships with education stakeholders to increase educational and career opportunities for students.

## **Student Safety and Wellness**

OSBA supports safe and secure school environments, the physical health and overall well-being of all students, and services that promote social, emotional, and behavioral health.

## **Personnel**

OSBA supports attracting and retaining effective employees to create a healthy, diverse, culturally responsible, safe, and sustainable workforce. OSBA supports local management, local contract negotiations, and continued conversations regarding professional development, licensure, and career advancement for personnel.

## **Governance and Operations**

OSBA believes locally elected school district, ESD, and community college boards are best equipped to make decisions in the best interest of students and communities. OSBA supports cross-system collaboration, alignment, and accountability among education stakeholders and partners.

## **Federal Education Issues**

OSBA will advocate for the federal government to prioritize, streamline, and fully fund programs that support students.

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: November 16, 2022

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

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**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.

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**Summary:**

- a. Individual Board Member Reports or Announcements
- b. Upcoming Board Meetings
  - i. Board Work Session: December 7, 2022
  - ii. Board Business Meeting: December 14, 2022
- c. Board Vacancy: Position 2, effective immediately
  - i. Term runs through June 30, 2025
  - ii. Application opens tomorrow and can be found on the RSD website
  - iii. Interviews will take place at the January 11, 2023 Work Session and the new Board member will be appointed at the January 25, 2023 Business Meeting
- d. Board Discussion

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: November 16, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**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.

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**Adjournment**

