



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

**Reynolds School District  
Board of Education Business Meeting**

December 13, 2023

6:00 PM

Wood Village City Hall

24200 NE Halsey

Wood Village, Oregon 97060

I.	<b>5:30p - 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)(a) Personnel and ORS 192.660(2)(d) Negotiations. Executive Session is closed to the public.	
II.	<b>6:00p - Call to Order</b>	<b>4</b>
	A. Roll Call	
	B. Consider Approval of the December 13, 2023 Agenda	
	C. Pledge of Allegiance	
	D. Land Acknowledgement	5
	E. Mission and Vision	6
III.	<b>6:10p - Public to be Heard</b>	<b>7</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.	
IV.	<b>6:30p - High School Student Report</b>	<b>8</b>
V.	<b>6:40p - Bargaining Group Updates</b>	<b>9</b>
VI.	<b>6:50p - Presentation to the Board</b>	
	A. Policy Updates (first reading): BD-BDA, BDC, GCBDA-GDBDA, GCBDF-GDBDF, GCPC-GDPC, LBE	10
VII.	<b>7:00p - Superintendent's Reports</b>	<b>65</b>
	A. Financial Report	66
	B. Announcements/Reports	70
	C. Enrollment Report	71
	D. Communications Report	75
VIII.	<b>7:20p - Consent Agenda</b>	<b>83</b>
	A. Approval of Personnel Order	
	B. Approval of Prior Meeting Minutes	84
	C. RHS Boys Basketball Tournament in Medford, Oregon	87
IX.	<b>7:25p - Action Items</b>	

	A. Integrated Programs Final Grant Agreement	96
	B. Construction Excise Tax	127
X.	<b>7:35p - Board Announcements and Discussion</b>	<b>131</b>
	A. Individual Board Members - Announcements and Reports	
	B. Upcoming Board Meetings	
XI.	<b>7:45p - Adjourn</b>	<b>132</b>



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

To: Board of Directors

From: Frank Caropelo, Superintendent

**Subject: Executive Session**

Type:  Action Item       Report / Presentation

Policy: BDC: Executive Session

Date: December 13, 2023

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**Connection to Strategic Plan Goal Topics:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students      | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development       |
- 

**Summary / Background:**

The Reynolds School Board and the Superintendent will recess into Executive Session at 5:30p, under ORS 192.660(2)(a) Personnel and ORS 192.660(2)(d) Negotiations.

Executive Session is closed to the public.

**Previous Board Action:**

Not Applicable.

**Financial Implications:**

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: Frank Caropelo, Superintendent

**Subject: Call to Order**

Type:  Action Item       Report / Presentation

Policy: BDDF: Conduct of Board Meetings

Date: December 13, 2023

**Connection to Strategic Plan Goal Topics:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students      | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development       |

**Roll Call:**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Position 1: Vice Chair Aaron Muñoz</li> <li>• Position 2: Director Joyce Rosenau</li> <li>• Position 3: Director Michael Reyes</li> <li>• Position 4: Director Cayle Tern</li> </ul> | <ul style="list-style-type: none"> <li>• Position 5: Director Patty Carrera</li> <li>• Position 6: Chair Ana Gonzalez Muñoz</li> <li>• Position 7: Director Francisco Ibarra</li> </ul> |
|---|---|

**Motion to Approve Agenda:**

- A. Motion Made by Board Member:
  - a. I move that the Board approve the December 13, 2023 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**

**Mission and Vision**

# 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.

# 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.



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

To: Board of Directors

From: Frank Caropelo, Superintendent

**Subject: Public to be Heard**

Type:  Action Item  Report / Presentation

Policy: BDDH: Public to be Heard; BDDH-AR: Public to be Heard at Board Meetings

Date: December 13, 2023

**Connection to Strategic Plan Goal Topics:**

- Marginalized Students  Culturally Responsive Teaching
- Student and Staff Wellness  Professional Development

**Summary / Background:**

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 sign-up prior to the start 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.

**Previous Board Action:**

Not Applicable.

**Financial Implications:**

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: Frank Caropelo, Superintendent

**Subject: Student Report**

Type:  Action Item       Report / Presentation

Policy: BDDH: Public to be Heard; BDDH-AR: Public to be Heard at Board Meetings

Date: December 13, 2023

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**Connection to Strategic Plan Goal Topics:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students      | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development       |
- 

**Summary / Background:**

According to policy BCBA-AR, student reporters may be appointed by each high school to provide school news to the Board at each Business Meeting.

Student reporters are encouraged to share news about school events, activities, sports, academic happenings and other high interest activities at the school.

**Previous Board Action:**

Not Applicable.

**Financial Implications:**

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: Frank Caropelo, Superintendent

**Subject: Bargaining Group Updates**

Type:  Action Item       Report / Presentation

Policy: BD/BDA: Board Meetings

Date: December 13, 2023

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**Connection to Strategic Plan Goal Topics:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students      | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development       |
- 

**Summary / Background:**

Reynolds Education Association (REA) and Oregon School Employees Association, Chapter 37 (OSEA), will provide an update to the Board of Directors.

**Previous Board Action:**

Not Applicable.

**Financial Implications:**

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: Frank Caropelo, Superintendent

**Subject: Policy Updates**

Type:  Action Item       Report / Presentation

Policy: BF: Policy Development

Date: December 13, 2023

**Connection to Strategic Plan Goal Topics:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students      | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development       |

**Summary / Background:**

The Oregon School Boards Association (OSBA) sends out quarterly policy updates based on legislation changes. The following policies were included in the fall 2023 batch. These policies have been reviewed by staff and by the Policy Review Committee.

This is a first reading. The policies will come back to the Board for action in January.

- BD/BDA: Board Meetings – clarifying language
- BDC: Executive Session – clarifying language
- GCBDA/GDBDA: Family Medical Leave – updating language to follow new laws (two separate policies in the folder, the current one to delete and the new proposed one.)
- GCBDA/GDBDA-AR: Same as above.
- GCBDF/GDBDF: Paid Family Medical Leave Insurance – New policy.
- GCBDF/GDBDF-AR: Same as above.
- LPE: Public Charter Schools – changes in the law regarding virtual charters (two separate policies in the folder, the current one to delete and the new proposed one.)
- LPEA: Resident Student Denial for Virtual Public Charter School Attendance – changes in the law regarding virtual charters

**Previous Board Action:**

The Board reviews and approves all policies.

**Financial Implications:**

Not Applicable.

**Motion:**

Not Applicable.

## Board Meetings

### The Board

The board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening<sup>1</sup> of a quorum of the Board as the district’s governing body to make a decision<sup>2</sup> or to deliberate<sup>3</sup> toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the Board governing body, i.e. a work session. “Meeting” does not include any on-site inspection. The affirmative vote of any project or program the attendance majority of members of the Board at any national, regional or state association board is required to which the Board or its members belong transact any business.

The affirmative vote of the majority of members of the Board is required to transact any business.

### Public Meetings

All regular, special and emergency meetings of the Board board will be open to the public except as provided by law. Access to and the ability to attend all meetings (excluding that the board chair may call an executive sessions) by telephone, video or other electronic or virtual means will session for consideration of those confidential matters permitted by law to be made available when reasonably possible. discussed in closed session. All meetings will be conducted in compliance with state and federal statutes. Information on how to submit public comment can be found on the district website.

All Board board meetings, including Board board retreats and work sessions, will be held within district the boundaries, except as allowed by law<sup>4</sup>. The Board board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business.<sup>5</sup> No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity<sup>6</sup>, age or national origin is practiced.

<sup>1</sup> “Convening” means: (a) Gathering in a physical location; (b) Using electronic, video or telephonic technology to be able to communicate contemporaneously among participants; (c) Using serial electronic written communications among participants; or (d) Using an intermediary to communicate among participants.

<sup>2</sup> “Decision” means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, at any meeting at which a quorum is present.

<sup>3</sup> “Deliberation” means discussion or communication that is part of a decision-making process.

<sup>4</sup> ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction if no deliberations toward a decision are involved.

<sup>5</sup> ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction as long as no deliberations toward a decision are involved.

<sup>6</sup> As defined in ORS 174.100.

## **Notification of Public Meetings**

The Board~~board~~ will give public notice reasonably calculated to give actual notice to interested persons, including the news media which have requested notice~~those with disabilities~~, of the time and place for all Board~~board~~ meetings and of the principal subjects to be considered. The Board~~board~~ may consider additional subjects at a meeting, even if they ~~are~~~~were~~ not included in the notice.

~~Representatives of the local news media shall be notified in advance of any regular, special, executive session or emergency meeting of the board, when requested.~~

If requested to do so at least 48 hours before a meeting held in public, the Board~~board~~ shall make a good faith effort to provide an interpreter for hearing -impaired persons. If the meeting is being held upon less than 48 hours' notice and a request for an interpreter is made, the Board shall make a reasonable effort to have an interpreter present. Other~~Such other~~ appropriate auxiliary aids and services will be provided upon request and appropriate advance notice.~~Communications with all qualified individuals with disabilities shall be as effective as communications with others.~~

All meetings held in public shall comply with the Oregon Indoor Clean Air Act~~and the smoking provisions contained in the Public Meetings Law.~~

The possession of dangerous or deadly weapons and firearms, as defined in law and Board~~board~~ policy, is prohibited on district property.

## **Regular, Special and Emergency Meetings**

Generally, a~~one~~ regular Board~~board~~ meeting will be held each month. The regular meeting schedule will be established at the annual organizational meeting ~~in July~~ and may be changed by the Board~~board~~ with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board~~board~~ business.

No later than the next regular meeting following July 1, the Board~~board~~ will hold ~~the annual~~~~an~~ organizational meeting to elect Board~~board~~ officers for the coming year and to establish the year's schedule of Board~~board~~ meetings. In Board~~board~~ election years (odd numbered years), the first meeting will be held no later than July 31.

Special meetings can be convened by the Board~~board~~ chair, upon request of three Board~~board~~ members, or by common consent of the Board~~board~~ at any time to discuss any topic. At least 24 hours' notice must be provided to all Board~~board~~ members, the news media, which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board~~board~~ in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

### **1. Communications Outside of Board Meetings**

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic, video or telephonic communications, serial electronic communications among participants and using an intermediary to communicate among participants. Such communications

among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

Communications outside of a Board meeting may contain:

a. Communications to, between or among members of a governing body that are:

- (1) Purely factual or educational in nature and that convey no deliberation or decision on any matter that might reasonably come before the Board (including agendas and information concerning agenda items);
- (2) Not related to any matter that, at any time, could reasonably be foreseen to come before the Board for deliberation and decision; or
- (3) Nonsubstantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters; or

b. Individual responses to questions posed by community members, subject to other limitations in Board policy.

### Private or Social Meetings

Private or social meetings of a quorum of the Board~~board~~ for the purpose of making a decision or to deliberate, ~~deliberating~~ toward a decision on any matter, ~~gathering of information on which to deliberate, or participating in discussions of official district business~~ are prohibited by public meetings law~~the Public Meetings Law~~.

### Work Sessions

The Board~~board~~ may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with ~~the~~ state law on public meetings, including notice and minutes. The Board [~~board~~] may make official decisions during a work session.

### Executive Sessions

Executive sessions may be held as an agenda item during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC - Executive Sessions)

Complaints regarding public meetings laws can be filed with the Board in accordance with Board Policy KL – Public Complaints. The Board will respond and provide a copy of the complaint and response to the Oregon Government Ethics Commission within 21 days in accordance with state law.<sup>7</sup>

### <sup>{8}</sup>[Mandatory Training

Every member ~~Adjoined Meetings~~

<sup>7</sup> See House Bill 2805 (2023) Section 5(2) for requirements of the response.

<sup>8</sup> {This is required for Board members in districts with total expenditures for a fiscal year of \$1 million or more. This number will be reviewed by OGEAC at least once every five years. If the district has total expenditures of less than \$1 million, this language can be kept, but “shall” should be replaced with “is encouraged to.”}

~~A board meeting may be adjourned to another time if a quorum is not present or if additional business needs to be conducted at the regular time of adjournment. The time, date and place of the adjourned meeting will be specified and appropriate notice given.~~

~~A majority of the members of the Board district board shall attend or view constitute a training on public meetings law prepared quorum. The affirmative vote of the majority of members of the board is required to transact any business.~~

## **Agenda**

~~The board chair or approved by the Oregon Government Ethics Commission (OGE) vice chair, with the assistance of the superintendent clerk, shall draft the agenda after determining the desires in the topics and order of consideration following the general order listed below:~~

- e. — Call To Order
- d. — Approval of the minutes
- e. — Correspondence (if any)
- f. — Reports
- g. — Public to be Heard
- h. — Action and First Reading Items
- i. — Adjournment

~~The clerk shall send written notices of each regular board meeting at least once during the Board member's term of four days before the date of the meeting. (Except in the cases of emergency, mailed notices and agenda shall be sent Friday evening before the regular meeting held on Thursday.) In addition, copies of the minutes of the previous meeting or meetings and other printed information concerning items on the agenda shall be furnished with the agenda.~~

## **Establishing the Agenda**

~~Items of business may be suggested by the clerk, administration, employees, or residents of the district for inclusion on the agenda. These items shall be submitted in writing and received by the office and shall verify attendance of the superintendent at least seven days prior to the regularly scheduled meeting. Items requested by board members shall be placed on the agenda, either by submission in writing as described or by request made at a board meeting. Any item brought to the attention of the board which does not meet this timeline will not receive formal board action at the same meeting unless emergency conditions make immediate action mandatory.~~

## **Procedures**

~~Except as otherwise provided by state law/and or board policy, the rules of parliamentary procedure compiled in *Roberts Rules of Order* (Revised) shall govern the board in its deliberation on formal motions. Rules established by the board may be amended at any meeting by majority vote.~~

## **Motions and Resolutions**

~~All motions and resolutions offered by any board member shall be recorded in the minutes, including affirmative and negative votes. No board member may abstain from voting on any matter before the board upon which official action is to be taken unless there appears to be a possible conflict of interest under the provision of applicable laws. In such cases, said board members shall comply with the disclosure requirements of State~~

law. The board chair may initiate or second any motion or resolution, and has the same responsibility to vote on any matter as any other board member.

### **Visitor Attendance and Participation**

~~Citizens and other interested parties are welcome to attend meetings of the board. Board meetings are meetings conducted in public but are not necessarily meetings for public participation. The board may allow public testimony or comment at its meetings. In order to keep its deliberations efficient and effective, the board provides the opportunity to speak at such meetings in accordance with **OGEC** the following procedures.]:~~

- ~~1. — Each patron who wishes to speak is requested to sign a registration card and return it to the board secretary before the beginning of the meeting. This card will include the speaker’s name, address, and the agenda item or topic s/he wishes to address;~~
- ~~2. — A group of visitors with a common purpose is requested to designate a spokesperson for the group;~~
- ~~3. — Public comment will usually be limited to two minutes for an individual, four minutes for a group or its spokesperson. The board chair may set time limits at his/her discretion;~~
- ~~4. — Patrons wishing to speak, may submit written testimony or comment which will be made part of the record.~~

### **Official Record**

~~An official record shall be kept in the superintendent’s office of any business conducted at any regular, special or emergency board meeting. This record shall be available to the public for inspection during regular business hours.~~

END OF POLICY

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

[ORS Chapter 192](#)

[ORS 255.335](#)  
[ORS 332.040 - 332.061](#)

[ORS 433.835 - 433.875](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

OR. ATTY. GEN. Public Records and Meetings Manual.

[House Bill 2805](#) (2023).

#### **Cross Reference(s):**

BDB - Special and Emergency Board Meetings

BDC - Executive Sessions

BE - Board Work Sessions or Workshops

## Executive Sessions

The Board~~board~~ may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of a student~~students~~ and matters pertaining to or examination of the confidential ~~medical~~ records of ~~the~~ a student, ~~including that student's educational program.~~

An executive session may be ~~included as an agenda item~~ ~~convened by the board chair upon request~~ of an existing ~~four board members or by common consent of the board for a purpose authorized under Oregon Revised Statute (ORS) 192.660, during a regular, special or emergency~~ or held as its own meeting. Proper notice is required.

If open session is held prior to the executive session, the ~~The~~ presiding officer will announce the executive session by identifying the authorization under Oregon Revised Statute (ORS) 192.660 or ORS 332.061 for holding such session and by noting the subject of the executive session. ~~The notice will include the principal subjects anticipated to be considered at the meeting. The board will determine who may attend executive sessions within the constraints of the law.~~

The Board~~board~~ may hold an executive session:

1. ~~1~~ To consider the employment of a public officer, employee, staff member or individual agent. <sup>1</sup> (ORS 192.660(2)(a))
2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer<sup>2</sup>, employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))
3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))
4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))
5. To consider information or records that are exempt by law from public inspection. (ORS 192.660(2)(f))

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<sup>1</sup> This provision does not apply to the filling of a vacancy in elective office or on any public committee, commission or other advisory group; or for the consideration of general employment policies. Prior to holding an executive session under ORS 192.660(2)(a), the Board must ensure

- a. The vacancy has been advertised;
- b. Regular hiring procedures have been adopted;
- c. If hiring an officer, the public has had the opportunity to comment on the employment of the officer; and
- d. If hiring a chief executive officer, the Board has adopted hiring standards, criteria and policy directives in meetings open to the public in which the public has had the opportunity to comment on the standards, criteria and policy directives.

<sup>2</sup> To determine whether the individual involved is considered a public officer, consult with legal counsel.

6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))
7. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. ~~(ORS 192.660(2)(i))~~(ORS 192.660(2)(i))
8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k))
9. To consider matters relating to the safety of the governing body and of public body staff and volunteers and the security of public body facilities and meeting spaces. (ORS 192.660(2)(o))
10. To consider matters relating to cyber security infrastructure and responses to cyber security threats. (ORS 192.660(2)(p))
11. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))
12. To ~~review~~~~discuss~~ matters pertaining to or examination of the confidential ~~medical~~ records of a student, ~~including that student's educational program.~~ (ORS 332.061(1)(b))

Members of the press may attend executive sessions except ~~those matters~~ as follows:

~~Those~~ pertaining to:

1. ~~Deliberations with persons designated by the Board to carry on labor~~ ~~strategies for~~ negotiations;
2. Hearings on the expulsion of a minor ~~student~~ ~~students and matters pertaining to~~ or examination of the confidential ~~medical~~ records of a student ~~or that student's educational program;~~ and
3. ~~Current litigation~~ ~~Litigation~~ or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the ~~litigation~~ ~~litigations~~.

~~The press may not disclose information gained in the executive session.~~

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the ~~student's~~ ~~students~~ confidential ~~medical~~ records ~~and educational program;~~ the discussion; and each ~~Board member's~~ ~~board members~~ vote on the issue.

Minutes shall be kept for all executive sessions.

~~All executive session minutes shall be kept in written form and approved by the board. The minutes of executive sessions shall include those individuals present and the substance of any discussion. The board chair or the presiding officer of the executive session, shall review the minutes for accuracy and indicate approval by signature. Executive session minutes shall be maintained indefinitely and in a reasonable manner to prevent damage.~~

Content discussed in executive sessions is confidential except as provided by law. Board members and the media are instructed ~~and must~~ not to disclose information obtained in executive session except when specifically authorized to do so or as required by law ~~be made public. Documents pertaining to evaluation, district personnel and students are also confidential and must not be made available to the public. Executive session minutes may be examined privately by a court and the court shall determine admissibility.~~

END OF POLICY

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**Legal Reference(s):**

[ORS 192.660](#)

[ORS 332.045](#)

[ORS 332.061](#)

OR. ATTY. GEN. Public Records and Meetings Manual.

Oregon Government Ethics Commission, [Staff Advisory Opinion](#) No. 22-106S

[House Bill 2806](#) (2023)

**Cross Reference(s):**

BD/BDA - Board Meetings

CBG - Evaluation of the Superintendent



**DELETE – see new version**

Code: GCBDA/GDBDA-AR(1)  
Revised/Reviewed: 2/11/10; 2/12/14; 9/09/15;  
1/13/16  
Orig. Code: GCBDA/GDBDA

## **Federal Family and Medical Leave/State Family Medical Leave**

**(see proposed 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.

“Family member,” for purposes of FMLA and OFLA leave, means a(n):

1. Spouse<sup>2</sup>;

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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.~~

2. Child of the employee (biological, adopted, foster or step child, a legal ward, or child of the employee standing in loco parentis);
3. Custodial parent;
4. Noncustodial parent;
5. Biological parent;
6. Adoptive parent;
7. Stepparent or foster parent; or
8. 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:

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<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.

1. One employee needs to care for another employee who is a family member and who is suffering from a serious health condition;
2. One employee needs to care for a child suffering from a serious health condition while another employee, who is a family member, is also suffering from a serious health condition; or
3. 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

## **Family Leave \*** (Version 1)

{Highly recommended administrative regulation (AR). The law does not require districts to have this information in an AR, but the district is required to follow the law. Having an AR in place can assist with compliance. This AR is intended for districts with 50 or more employees. If the district has between 25 and 50 employees, use version 2 of GCBDA/GDBDA-AR(1) - Family Leave \*. If the district does not have 25 employees, the district should not use this AR.}

### **Employee Eligibility**

FMLA benefits are available to employees who have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and work at a worksite that employs 50 district employees within 75 miles of the worksite.

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 may not need to requalify as an eligible employee.

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days 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.

An employee is eligible to take leave for purposes of OFLA during a period of time covered by a public health emergency except:

1. An employee who has worked for the district for fewer than 30 days immediately before the date on which the family leave would commence; or
2. An employee who has worked for the district 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 the district is eligible to take leave for purposes of OFLA if the employee:

1. Separates from employment with the district, irrespective of any reason:
  - a. Is eligible to take leave OFLA at the time the employee separates; and
  - b. Is reemployed by the district within 180 days of separation from employment; or
2. Is eligible to take OFLA leave:

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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.

- 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 the district 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 district 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. An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some or all of 12 weeks of OFLA leave for any other purpose, need not requalify leave in the same leave year;
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;
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;
4. An employee unable to work because of a disabling compensable injury<sup>2</sup> need not requalify in order to use OFLA leave following a period the employee is off work due to the compensable injury; and
5. An employee who has taken serious health condition leave to care for a family member who dies during the employee’s serious health condition need not requalify to take leave for the death of that family member.

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, the district must consider days, paid or unpaid, an employee is maintained on payroll. Full-time public school teachers who have been maintained on payroll by the 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.

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:

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<sup>2</sup> As defined in ORS 656.005.

1. Serious health condition of the employee or the employee’s covered family member. Serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care<sup>3</sup> or continuing treatment by a health care provider<sup>4</sup>.
2. Parental leave<sup>5</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 child or newly placed child in foster care<sup>{6}</sup> under the age of 18 (within 12 months of placement);
  - c. Care for a newly adopted child or newly placed child in foster care 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 child in foster care or the adoption of a child.
3. Military Caregiver Leave: leave for the care for spouse, child or next-of-kin who is a covered servicemember with a serious injury or illness;
4. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee’s spouse, child 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. Serious health condition means:
  - a. An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility;
  - b. An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
  - c. Any period of disability due to pregnancy, or period of absence for prenatal care; or
  - d. Any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.<sup>7</sup>
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);

<sup>3</sup> Inpatient care means an overnight stay in a hospital, hospice, or residential medical facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care. 29 CFR 825.114.

<sup>4</sup> Continuing treatment includes incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-term conditions, conditions requiring multiple treatments, and absences attributable to incapacity. See 29 CFR 815.115.

<sup>5</sup> Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

<sup>6</sup> {ORS 659A.159 uses the term “foster child.” Districts can choose to use either “foster child” or “child in foster care” throughout this AR.}

<sup>7</sup> This definition is from ORS 659A.150(7). A more detailed definition is available in OAR 839-009-0210(22).

- b. Bonding with and the care for a newly adopted child or newly placed child in foster care under the age of 18 (within 12 months of placement);
  - c. Care for a newly adopted child or newly placed child in foster care 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 child in foster care 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>8</sup> in conjunction with a statewide public health emergency declared by a public health official.<sup>9</sup>
  4. Bereavement Leave: leave related to the death of a covered family member.<sup>10</sup>
  5. Eligible employees may access OMFLA for the purpose of spending time with a spouse or 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 leave year 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>11</sup>;
    - (2) Parent;
    - (3) Child; or
    - (4) Persons who are “in loco parentis”.
  - b. For the purposes of OFLA, “family member” means:
    - (1) Spouse or domestic partner;
    - (2) Child or the child’s spouse or domestic partner;
    - (3) Parent or the parent’s spouse or domestic partner;
    - (4) Sibling or stepsibling, or the sibling’s or stepsibling’s spouse or domestic partner;

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<sup>8</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>9</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;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. 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>10</sup> Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

<sup>11</sup> “Spouse” means individuals in a marriage, including “common law” marriage and same-sex marriage.

- (5) Grandparent or the grandparent’s spouse or domestic partner;
- (6) Grandchild or the grandchild’s spouse or domestic partner; or
- (7) Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.<sup>12</sup>

2. Child:

- a. For the purposes of FMLA, “child” means a biological or adopted child, a child in foster care, 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 disability.
- b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, “child” means the employee’s child on covered active duty regardless of that child’s age.
- c. For the purposes of OFLA, “child” means a biological or adopted child, a child in foster care or stepchild of the employee, the child of the employee’s 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 or 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 , “next of kin” means the nearest blood relative other than the servicemember’s spouse, parent or child in the following order of priority (unless otherwise designated in writing by the servicemember):

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<sup>12</sup> “Affinity” means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:

- a. Shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills or beneficiary designations;
- b. Emergency contact designation of the employee by the other individual in the relationship or the emergency contact designation of the other individual in the relationship by the employee;
- c. The expectation to provide care because of the relationship or the prior provision of care;
- d. Cohabitation and its duration and purpose;
- e. Geographic proximity; and
- f. Any other factor that demonstrates the existence of a family-like relationship.

- a. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- b. Siblings;
- c. Grandparents;
- d. Siblings of parents and their spouses; and
- e. First cousins.

5. Covered servicemembers:

For the purposes of FMLA, “covered servicemember” means 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 a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

6. Covered veteran:

For the purposes of FMLA, “covered veteran” means an individual who was:

- 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 prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

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 [the calendar year] [any fixed 12-month “leave year”] [the 12-month period measured forward from the date the employee’s leave begins] [a “rolling” 12-month period measured backward from the date the employee uses any family and medical leave][a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which family leave commences]{<sup>13</sup>}. The same method for calculating the one-year 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 leave period described above.

**Leave Duration**

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<sup>13</sup> Beginning July 1, 2024, districts are required to use the final bracketed option for OFLA purposes. See SB 999 (2023). Prior to making a change to the leave period calculation, 60 days’ notice must be provided to employees. FMLA continues to measure the leave year as 12 months, which could result in slight differences for some employees.

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>14</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 child or child in foster care, the care for an adopted child or child in foster care 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 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 designated leave period. However, an employee may be entitled to an additional, full 12 weeks of parental leave during the 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 designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA.<sup>15</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>16</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 designated leave period.

Except as otherwise noted above, qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the 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>17</sup>. If an employee’s schedule varies from week-to-week, a weekly average of the hours worked over the 12 months worked prior to the beginning of the leave period shall be used for calculating the employee’s normal workweek<sup>18</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.

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<sup>14</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.

<sup>15</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>16</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>17</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>18</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.

## **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 requiring an altered or reduced work schedule. For OFLA this includes but is 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.

When an exempt employee is eligible for both OFLA and FMLA leave, and the employee takes intermittent leave in blocks of less than one day, if done in accordance with 29 CFR § 825.206, the district may reduce the employee's salary for the part-day absence without the loss of the employee's exempt status in accordance with OAR 839-020-0004(30)(a).

When an exempt employee is eligible for OFLA but not FMLA leave, and the employee takes intermittent leave in blocks of less than one day, the district will jeopardize the employee's exempt status if the district reduces the employee's salary for the part-day absence.

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 applicable 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 intermittent 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 to accommodate the leave 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 applicable 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 to accommodate the employee's serious health condition, and as a result the employee works fewer hours than the employee was working in the original position, the employee's 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.

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 OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all 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, psychologists, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

For the purposes of OFLA, "school employee" means employees employed principally as instructors in public kindergartens, elementary schools, secondary schools or education service districts.

FMLA and/or OFLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. In any such situation, the eligible school employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

#### **1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days**

When the qualified leave is foreseeable, will encompass more than 20 percent of the eligible school employee's regular work schedule during the leave period, and the purpose of such leave is to care for a family member with a serious medical condition, for a servicemember with a serious medical condition or because of the employee's own serious medical condition, the district may require the eligible school employee to:

- a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b. Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's original position.

2. Limitation on Leave Near the End of the School Year

When an eligible school employee requests leave near the end of the school year, the district may require the following:

- a. When the qualified leave begins more than five weeks before the end of the school year:
  - (1) For the purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the school year provided:
    - (a) The leave will last at least three weeks; and
    - (b) The employee would return to work during the three-week period before the end of the term.
  - (2) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain on 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. Paid Family Medical Leave Insurance (PMFLI) leave taken via Paid Leave Oregon or an equivalent plan will run concurrently with OFLA and FMLA when taken for the same purpose. 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.]{<sup>19</sup>} This includes when an employee is being paid through PMFLI. The district will notify the eligible employee that the requested leave has been designated as FMLA and/or OFLA leave and ask the employee about the use of available accrued paid leave.

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 district policy provide otherwise.<sup>20</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. 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 and/or OFLA leave. Failure to provide the certification may result in a delay or denial of reinstatement.

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<sup>19</sup> {Coordinate with any language regarding use of accrued leave during PMFLI from GDBDF/GDBDF or any equivalent plan information.}

<sup>20</sup> See also ORS 342.934(4)(d) in reduction force situations.

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 district'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 as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. In most situations, as soon as practicable will be within one business day of an employee becoming aware of the need. 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.<sup>21</sup>

In all cases, proper documentation must be submitted no later than three working days following the employee's return to work.

## Medical Certification

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<sup>21</sup> See OAR 839-009-0250(4)(c).

The district may require an eligible employee to provide medical documentation, when appropriate<sup>22</sup>, to support the stated reason for such leave. 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.

Any additional certifications, including second and third opinions, will be in accordance with applicable law.

### **Posted Notice**

The district will post the Bureau of Labor and Industries Family Leave notice in each building or worksite that is accessible to and regularly frequented by employees.<sup>23</sup> The district will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.<sup>24</sup>

### **Record Keeping**

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.

### **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.

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<sup>22</sup> Medical documentation is not allowed in every situation. Review current laws and guidance for more information.

<sup>23</sup> [https://www.oregon.gov/boli/employers/Documents/BOLI\\_Printable\\_FamilyMedLv.pdf](https://www.oregon.gov/boli/employers/Documents/BOLI_Printable_FamilyMedLv.pdf); electronic posting is not sufficient to satisfy this requirement, but may be used to supplement the physical posting.

<sup>24</sup> <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf>; electronic posting is sufficient as long as it is posted prominently where it can be readily seen by employees and applicants for employees. The poster and the text must be large enough to be easily read and contain fully legible text.



**DELETE – see new version**

Code: GCBDA/GDBDA  
Adopted: 2/11/10  
Orig. Code: GCBDA/GDBDA

### Family Medical Leave

(see updated version)

The district will comply with 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 of 2009, and other applicable provisions of Board policies and collective bargaining 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 at least 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 provisions of both federal and state law.

END OF POLICY

#### Legal Reference(s):

[ORS 332.507](#)  
[ORS 659A.090](#)  
[ORS 659A.093](#)

[ORS 659A.096](#)  
[ORS 659A.099](#)  
[ORS 659A.150 - 659A.186](#)

[ORS 659B.010](#)  
[OAR 839-009-0200 - 0320](#)

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 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; 5 U.S.C. §§ 6381-6387 (2012); Family and Medical Leave Act, 29 C.F.R. Part 825 (2017).  
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).  
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9<sup>th</sup> Cir. 2014).  
Senate Bill 999 (2023).



## Family Medical Leave \*

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA)<sup>{1}</sup>, the Oregon Family Leave Act (OFLA)<sup>{2}</sup>, the Oregon Military Family Leave Act (OMFLA), Paid Family Medical Leave Insurance (PFMLI) and other applicable provisions of state and federal law, Board policies and collective bargaining agreements regarding family medical leave.

In order for an employee to be eligible for the benefits under FMLA, the employee must have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and worked at a worksite that employs 50 district employees within 75 miles of the worksite.

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave. For parental leave purposes, 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. Special requirements apply during public health emergencies.

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.

PMFLI is generally available to district employees who have earned \$1,000 in subject wages or taxable income during the alternate or base years<sup>3</sup>, contributed to the PMFLI fund in the alternate or base years and are otherwise eligible.<sup>4</sup>

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

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### Legal Reference(s):

{<sup>1</sup> Generally, FMLA applies only to entities with 50 or more employees, however, FMLA applies to all public elementary and secondary educational institutions. See 29 CFR 825.600(b). The rule regarding individual employee eligibility does apply: an employee is only eligible if the employee "is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite." See 29 CFR 825.110(a)(3). Consequently, FMLA applies to districts with fewer than 50 employees, but individual employees will not be eligible to receive benefits.}

{<sup>2</sup> OFLA applies to employers with 25 or more employees in Oregon (ORS 659A.153) and OMFLA applies to all public-sector employers in Oregon. (ORS 659A.090(2)) (Oregon BOLI Leave Laws – 2023 Edition)}

<sup>3</sup> The wages are not required to have been earned for work in the district.

<sup>4</sup> See OAR 471-070-1010 for additional information.

[ORS 332.507](#)  
[ORS 659A.090](#)  
[ORS 659A.093](#)

[ORS 659A.096](#)  
[ORS 659A.099](#)  
[ORS 659A.150 - 659A.186](#)

[ORS 659B.010](#)  
[OAR 839-009-0200 - 0320](#)

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 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; 5 U.S.C. §§ 6381-6387 (2012); Family and Medical Leave Act, 29 C.F.R. Part 825 (2017).  
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).  
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9<sup>th</sup> Cir. 2014).  
Senate Bill 999 (2023).

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## Paid Family Medical Leave Insurance \*

The district participates in Paid Family and Medical Leave Insurance (PFMLI) and Paid Leave Oregon (PLO)<sup>1</sup>. This includes submitting employee and employer contributions to the Employment Department (“Department”) as required by state law.<sup>2</sup> The district does not administer PFMLI or PLO. All applications and related questions should be directed to the Department.

### Definitions

1. “Family leave” means leave from work taken by a covered individual:
  - a. To care for and bond with a child during the first year after the child’s birth or during the first year after the placement of the child through foster care or adoption; or
  - b. To care for a family member with a serious health condition.
2. “Family leave” does not mean:
  - a. Leave described in Oregon Revised Statute (ORS) 659A.159 (1)(d) (non-serious health condition of child or school or child care provider closure due to public health emergency);
  - b. Leave described in ORS 659A.159 (1)(e) (death of a family member); or
  - c. Leave authorized under ORS 659A.093 (leave for spouses of members of the military upon deployment or call to active duty).
3. “Family member” means:
  - a. The spouse of a covered individual;
  - b. A child of a covered individual or the child’s spouse or domestic partner;
  - c. A parent of a covered individual or the parent’s spouse or domestic partner;
  - d. A sibling or stepsibling of a covered individual or the sibling’s or stepsibling’s spouse or domestic partner;
  - e. A grandparent of a covered individual or the grandparent’s spouse or domestic partner;
  - f. A grandchild of a covered individual or the grandchild’s spouse or domestic partner;
  - g. The domestic partner of a covered individual; or
  - h. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

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<sup>1</sup> Paid Leave Oregon is the program developed by the Oregon Department of Employment to administer Paid Family and Medical Leave Insurance.

<sup>2</sup> The overall contribution will be determined by the Department director, and is initially set at 1 percent (up to \$132,900). *{For districts with 25 or more employees:}* The employer contribution is 40 percent and the employee contribution is 60 percent of this amount. *{For districts with fewer than 25 employees:}* The employee contribution is 60 percent of this amount and the employer contribution is waived. The amount will be set annually by November 15. See ORS 657B.150. *{Districts may agree to pay the employee contribution, see any applicable employment agreements.}*

4. “Medical leave” means leave from work taken by a covered individual that is made necessary by the individual’s own serious health condition.
5. “Safe leave” means leave related to domestic violence, harassment, sexual assault, stalking and relocation for health and safety reasons as provided in ORS 659A.272.
6. “Serious health condition” means an illness, injury, impairment, or physical or mental condition of a claimant or their family member that:
  - a. Requires inpatient care in a medical care facility such as, but not limited to, a hospital, hospice, or residential facility such as, but not limited to, a nursing home or inpatient substance abuse treatment center;
  - b. In the medical judgment of the treating health care provider poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;
  - c. Requires constant or continuing care, including home care administered by a health care professional;
  - d. 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. A period of incapacity includes any subsequent required treatment or recovery period relating to the same condition. The incapacity must involve one of the following:
    - (1) Two or more treatments by a health care provider; or
    - (2) One treatment plus a regimen of continuing care.
  - e. 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, but not limited to, asthma, diabetes, or epilepsy;
  - f. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as, but not limited to, Alzheimer’s Disease, a severe stroke, or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;
  - g. Involves multiple treatments for restorative surgery or for a condition such as, but not limited to, 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 calendar days;
  - h. Involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care; or
  - i. Involves any period of absence from work for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.

## Eligibility

1. To be eligible for PLO benefits, an individual must:
  - a. Be an employee of the district<sup>3</sup>;

<sup>3</sup> PFMLI is a state-wide benefit, and not unique to the district. An eligible individual does not need to be an employee of the district in order to be eligible for PFMLI, but this policy only applies to employees of the district.

- b. Earn at least \$1,000 in the base or alternate base year<sup>4</sup>;
- c. Contribute to the PLO in accordance with state law;
- d. Experience an event qualifying the employee for:
  - (1) Family leave;
  - (2) Medical leave; or
  - (3) Safe leave.
- e. Submit an application to Department;
- f. Have not exceeded maximum paid leave for the year; and
- g. Have no current disqualifications<sup>5</sup>.

## Leave

PLO can be used for family leave, medical leave or safe leave. Up to 12 weeks of paid leave can be taken per benefit year.<sup>6</sup> Leave can be taken in one-day increments and can be consecutive or nonconsecutive.

Any family leave or medical leave taken under PLO must be taken concurrently with any leave taken by an eligible employee under ORS 659A.150 - 659A.186 (OFLA) or under the federal Family and Medical Leave Act of 1993 (P.L. 103-3, FMLA) for the same purposes.

The district will maintain an employee's existing health benefits while the employee is using leave. The employee will be required to pay the employee's contribution to premiums.

END OF POLICY

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### Legal Reference(s):

[ORS 657B](#)  
[OAR 471-070](#)

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<sup>4</sup> Pay could come from another Oregon employer.

<sup>5</sup> Disqualifications may include eligibility for Workers' Compensation or Unemployment or determination of a willful false statement or failure to report a material fact in order to obtain benefits. See OAR 471-070-1010(1)(h).

<sup>6</sup> In some pregnancy-related situations, employees may be able to take two additional weeks, for a total for 14 weeks.

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## Paid Family Medical Leave Insurance (PFMLI)

### Application

Employees may submit applications for Paid Leave Oregon (PLO) to the Oregon Employment Department (“Department”).<sup>1</sup> Applications may be submitted up to 30 days prior to the start of the leave and up to 30 days after the start of the leave.<sup>2</sup> The Department may require verification from the employee.<sup>3</sup> The Department will make all decisions regarding acceptance and denial of an application, including determining the amount of the benefit.<sup>4</sup> The district cannot accept, file, process or make decisions on applications.

An employee may appeal an approval or denial of claim, the amount of a weekly benefit or a disqualification from receipt of benefits to the Department in accordance with Oregon Revised Statute (ORS) 657B.410 and Oregon Administrative Rule (OAR) 471-070-8005.

### Employee Notice to District

If the leave is foreseeable<sup>5</sup>, the employee must provide the district with written notice<sup>6</sup> at least 30 calendar days prior to the leave.<sup>{7}</sup> If the leave is not foreseeable<sup>8</sup> the employee must give oral notice to the district within 24 hours of the start of the leave, and must provide written notice within 3 days after the start of leave.<sup>9</sup> The district requests as much advanced notice as possible.

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<sup>1</sup> For application requirements see Oregon Administrative Regulation (OAR) 471-070-1100. Applications can be submitted at <https://frances.oregon.gov/>.

<sup>2</sup> Exceptions may be granted when the applicant can demonstrate good cause for late submission.

<sup>3</sup> See verification requirements in OAR 471-070-1110 - OAR 471-070-1130.

<sup>4</sup> The benefit may be less than the employee’s salary. See ORS 657B.050.

<sup>5</sup> Examples of foreseeable leave include, but are not limited to, an expected birth, planned placement of a child, or a scheduled medical treatment for a serious health condition of the eligible employee or a family member of the eligible employee. See OAR 471-070-1310.

<sup>6</sup> Written notice includes, but it not limited to, handwritten or typed notices, and electronic communication such as text messages and email.

<sup>7</sup> {OAR 471-017-1310(6) states “An employer that requires eligible employees to provide a written notice before the eligible employee commences leave, must outline the requirements in the employer’s written policy and procedures.”}

<sup>8</sup> Leave circumstances that are not foreseeable include, but are not limited to, an unexpected serious health condition of the eligible employee or a family member of the eligible employee, a premature birth, an unexpected adoption, an unexpected foster placement by or with the eligible employee, or for safe leave.

<sup>9</sup> An eligible employee who takes safe leave shall give the employer reasonable advance notice of the individual’s intention to take safe leave, unless giving the advance notice is not feasible. If other leave also applies (OFLA, FMLA, etc.), notice requirements for those types of leave may also apply.

The notice must include:

1. The employee's first and last name;
2. Type of leave;
3. Explanation of the need for leave; and
4. Anticipated timing and duration of leave, including if it is continuous or intermittent.

Notice need only be given one time, but the employee shall notify the district as soon as practicable if dates of scheduled leave change, are extended, or were initially unknown. This notice does not need to mention PMFLI or PLO to satisfy the notice requirements.<sup>{10}</sup> Notice may be provided by another party on behalf of the employee in accordance with state law.

Failure to comply with these requirements may result in a penalty imposed by the Department. The Department may reduce the amount of the benefit by 25 percent in accordance with OAR 471-070-1310(10).

### **Concurrent Use of District-Provided Paid Leave<sup>{11}</sup>**

The district [allows<sup>{12}</sup>] employees to use all or a portion of employer-provided paid leave in addition to receiving PLO benefits. [Example:

An employee applies and is approved for PLO for a personal serious medical condition, which also qualifies for OFLA leave. The Department determines that the rate of pay will be 75 percent of the employee's regular salary. The employee will be allowed to use available district-provided paid leave (sick, vacation or otherwise) for days that PLO is received. Because of the overlap with OFLA leave, the employee will be able to choose how much other paid leave to use (which may result in the employee receiving more than 100 percent of their typical salary).]

### **Return to Work**

Upon completion of leave, the employee is entitled to return to the position held in the district prior to the leave, if that position still exists and if the employee had been employed in the district for 90 days prior to taking leave.<sup>13</sup> [*For districts with 25 or more employees:*] If the position no longer exists, the employee is entitled to a position equal to their previous position, with equal benefits, pay and other terms and conditions of

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<sup>10</sup> {A district requiring written notice must outline the requirements in policy and procedures. A copy of the written policy and procedure must be provided to all eligible employees at the time of hire and each time the policy and procedure changes and in the language that the employer typically uses to communicate with the employee.}

<sup>11</sup> {Consider any bargaining requirements prior to adopting this language.}

<sup>12</sup> {See Oregon [Bureau of Labor and Industries opinion letter](#), April 7, 2023. Because most PMFLI leave will also qualify for OFLA leave, OSBA recommends allowing the employee to use employer-provided paid leave for all PMFLI. A decision to not allow employees to use employer-paid leave could apply to situations eligible for PMFLI leave, but not OFLA leave.}

<sup>13</sup> If the employee's leave also qualifies for OFLA/FMLA protection, see also Board policy GCBDA/GDBDA - Family Medical Leave and its accompanying administrative regulations.

employment.] [*For districts with fewer than 25 employees:*] If the position no longer exists, the employee may be placed in a different position with similar job duties and benefits and pay equal to the previous position.]

## **Communications Between the District and the Department**

Upon receipt of an application or update in information from a district employee for PLO, the Department will notify the district. The district may provide additional information to the Department within 10 days. This information may include, but is not limited to, information about the employee's notice to the district or verification of the employee's continued employment with the district. If the district does not report such information to the Department, the Department will proceed using available information. The district can provide additional information to the Department as it becomes available.

If the Department requests additional information from the district, the district will respond within 10 calendar days.

Once the Department has issued a decision regarding an application submitted by an employee of the district, the Department will notify the district regarding the approval or denial and any applicable dates and periods of leave.

## **District Notice to Employees**

At the time of hire and each time the policy or procedure changes, the district must provide notice to employees. This notice must be in the language that the employer typically uses to communicate with employees and will include:

1. The right of an eligible employee to claim and receive family and medical leave insurance benefits;
2. The procedure for filing a claim for benefits;
3. That an eligible employee must provide notice to the district before the employee commences leave, and a description of the penalties for failure to comply with the notice requirements;
4. The right of an eligible employee to job protection and benefits continuation;
5. The right of an eligible employee to appeal a decision or determination made by the Department director;
6. That discrimination and retaliatory personnel actions against an employee for inquiring about the PFMLI or PLO program, giving notification of leave under the program, taking leave under the program or claiming PFMLI or PLO benefits are prohibited;
7. The right of an employee to bring a civil action or to file a complaint for violation of ORS 657B.060 or 657B.070; and
8. That any health information related to family leave, medical leave or safe leave provided to the district by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.<sup>14</sup>

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<sup>14</sup> Paid Leave Oregon has provided a model notice, <https://paidleave.oregon.gov/DocumentsForms/Paid-Leave-ModelNotice-Poster-EN.pdf>.

The district will display the Department’s notice poster in an area that is accessible to and regularly frequented by employees in each building or worksite. The district will provide this notice poster to employees working remotely by hand delivery, regular mail or through an electronic delivery method at the time of hire or assignment to remote work.

**District Filings**

The district will file the Oregon Quarterly Tax Report, the Oregon Employee Detail Report and any other reports required by law. If the district fails to submit required filings or report, or fails to pay all required contributions, the district may be penalized in accordance with OAR 471-070-8520.

*{For districts with fewer than 25 employees:}*[The district may apply for an assistance grant.<sup>15</sup>]

**Employee Protections**

No employee or prospective employee will be discriminated or retaliated against for inquiring about PFMLI or PLO, giving notification of leave under PLO, taking PLO leave or claiming PLO benefits. Eligible employees have a right to file a complaint and/or bring a civil action for violations of ORS 657B.060 or ORS 657B.070.

Any health information related to family leave, medical leave or safe leave provided to the district by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.

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<sup>15</sup> See OAR 471-070-3705 - 3710 for eligibility requirements and application.



D

Code: LBE  
Adopted: 1/04/07  
Revised/Readopted: 1/12/11; 4/08/15  
Orig. Code: LBE

## Public Charter Schools

(see new version)

The district recognizes that public charter schools offer an opportunity to create new, innovative and more flexible ways of educating students based on current research and development. Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to one or more of the following goals:

1. Increase student learning and achievement;
2. Increase choices of learning opportunities for students;
3. Better meet individual student academic needs and interests;
4. Build stronger working relationships among educators, parents and other community members;
5. Encourage the use of different and innovative learning methods;
6. Provide opportunities in small learning environments for flexibility and innovation;
7. Create new professional opportunities for teachers;
8. Establish additional forms of accountability for schools; and
9. Create innovative measurement tools.

Public charter schools may be established as a new public school, from an existing public school or a portion of the school or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonsectarian school or religious institution or encompass all the schools in the district.

The board will not approve any public charter school proposal when it is deemed that its value is outweighed by any direct identifiable, significant and adverse impact on the quality of the public education of students residing in the district. To meet the eligibility criteria for board approval, a public charter school proposal must meet the requirements of Oregon Revised Statutes, Oregon Administrative Rules, board policy and regulation. Upon the request of the board, the public charter school applicant must furnish in a timely manner any other information the board deems relevant and necessary to conduct a complete and good faith evaluation of the charter school proposal.

The district will determine if it has any unused or underutilized buildings. Buildings may be made available for public charter school use, subject to board approval . Approved use may be limited to instructional purposes only. Appropriate-use fees will be determined by the board. Public charter school use outside the district’s instructional day will be subject to board policy KG, Community Use of District Facilities.

Public charter school students may, upon contractual agreement with the district, be allowed to participate in district programs such as physical education, instrumental and vocal music offerings or other selected options if space and materials are available.

Students must adhere to state law, board policies, regulations and rules concerning conduct and discipline.

The district may provide instructional materials, lesson plans or curriculum guides for use in a public charter school.

The public charter school employer will be determined with each proposal. If the board is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the board is not the sponsor of the public charter school, it shall not be the employer and will not collectively bargain with public charter school employees.

The district will annually by October 1, calculate the number of students residing in the district who are enrolled in a virtual public charter school. When the percentage is more than three percent, the district may choose to not approve additional students for enrollment to a virtual public charter school, subject to the requirements in 581-026-0305(2).

The district is only required to use data that is reasonably available to the district including but not limited to the following for such calculation:

1. The number of students residing in the district enrolled in the schools within the district;
2. The number of students residing in the district enrolled in public charter schools located in the district;
3. The number of students residing in the district enrolled in virtual public charter schools;
4. The number of home-schooled students who reside in the district and who have registered with the educational service district; and
5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a school district to not approve a student for enrollment to a virtual public charter school to the State Board of Education.

The superintendent will develop administrative regulations for public charter schools to include the proposal process, review and appeal procedure and charter agreement provisions.

END OF POLICY

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**Legal Reference(s):**

[ORS 327.077](#)  
[ORS 327.109](#)  
[ORS 332.107](#)

[ORS 338](#)  
[ORS 339.141](#)  
[ORS 339.147](#)

[ORS 339.450](#)  
[ORS 339.460](#)  
[OAR 581-026-0005 - 0710](#)

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).  
[Senate Bill 767](#) (2023).

## Public Charter Schools\*\*

Public charter schools may be established as a new public school or a virtual public school, from one or more existing public schools in the district or a portion of the school, or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonpublic sectarian school or religious institution, or encompass all the schools in the district unless the district is composed of only one school.

Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to the following goals:

1. Increase student learning and achievement;
2. Increase choices of learning opportunities for students;
3. Better meet individual student academic needs and interests;
4. Build stronger working relationships among educators, parents and other community members;
5. Encourage the use of different and innovative learning methods;
6. Provide opportunities in small learning environments for flexibility and innovation;
7. Create new professional opportunities for teachers;
8. Establish additional forms of accountability for schools; and
9. Create innovative measurement tools.

An applicant must submit a complete public charter school proposal that meets the requirements of Oregon law, and includes other information required by the district in the application process. The public charter school will be located and operated within the sponsoring district except where authorized by law.

The public charter school employer will be determined with each proposal. If the district is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the district is not the sponsor of the public charter school, the district shall not be the employer and will not collectively bargain with public charter school employees.

The district will determine if it has any vacant or unused buildings and make a list of such buildings; buildings may be made available for public charter school use, subject to Board approval and Board policy.

Public charter school students in grades K-8 may participate in their resident district's activities that are offered before or after regular school hours. Public charter school students in grades 9-12 may participate in their

resident district’s available activities that are sanctioned by the Oregon School Activities Association (OSAA) when the requirements found in Oregon law are met.

The district will not provide instructional materials, lesson plans, or curriculum guides for use in a public charter school.

The superintendent will develop administrative regulations to include, but not limited to, the proposal process, review, and appeal procedures, and program evaluation, renewal, and termination.

END OF POLICY

**Legal Reference(s):**

[ORS 327.077](#)  
[ORS 327.109](#)  
[ORS 332.107](#)

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[ORS 338](#)  
[ORS 339.141](#)  
[ORS 339.147](#)

[ORS 339.450](#)  
[ORS 339.460](#)  
[OAR 581-026-0005 - 0710](#)

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).  
[Senate Bill 767](#) (2023).

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## Resident Student Denial for Virtual Public Charter School Attendance\*\*

The district is not required to approve a transfer of a resident student, when more than three percent of the students residing in the district are attending a virtual public charter school not sponsored by the district. The district will semiannually, [~~annually~~, by October 1 and April 1], calculate the percentage of ~~the number of~~ students residing in the district, who are ~~attending~~ ~~enrolled in~~ a virtual public charter school not sponsored by the district. When the established percentage is more than three percent, the district will not approve additional students enrollment to such a virtual public charter school, ~~subject to the requirements in Oregon Administrative Rule (OAR) 581-026-0305 (2).~~

~~A~~ ~~The district may send a notice of approval or disapproval to a~~ parent must give<sup>†</sup> ~~of a student who has sent a~~ notice to the district of intent to enroll their ~~the~~ student in a virtual public charter school not sponsored by the district, before enrolling their student in such a school and notice of actual enrollment.

If the district is not approving the enrollment, the district must respond with a decision to not give approval within 10 calendar days of receipt of the notice of intent from the parent. Such decision must include:

1. The percentage of students in the district that attend virtual public charter schools that are not sponsored by the district, based on recent calculations;
2. The right to appeal the decision to the State Board of Education;
3. A list of two or more other online options available to the student; and

A copy of ~~(See OAR 581-026-0305 and OAR 581-026-0310, (3)).~~

The district is only required to use data that is reasonably available to the district, including but not limited to the following for such calculation:

1. The number of students residing in the district enrolled in the schools within the district;
2. The number of students residing in the district enrolled in public charter schools located in the district;
3. The number of students residing in the district enrolled in virtual public charter schools;
4. The number of home-schooled students who reside in the district and who have registered with the educational service district; and
5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a district to not approve a student enrollment to a virtual public charter school to the State Board of Education under OAR 581-026-0310.

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<sup>†</sup>“Parent” means parent, legal guardian or person in “parental relationship” as defined in Oregon Revised Statute (ORS) 339.133.

If the student was enrolled in a virtual public charter school while living in another district and has maintained continuous enrollment in such school since moving into, and residing in this district, approval is not required.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

[ORS 338.125](#)

[House Bill 3024](#) (2023).

[OAR 581-026-0305](#)

[OAR 581-026-0310](#)

To: Board of Directors

From: Frank Caropelo, Superintendent

**Subject: Superintendent's Report**

Type:  Action Item  Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: December 13, 2023

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**Connection to Strategic Plan Goal Topics:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students      | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development       |
- 

**Summary / Background:**

Superintendent Caropelo will provide announcements and reports to the Board:

- a. Financial Report – Frank Caropelo and Holly Langan
- b. Superintendent Report – Frank Caropelo
- c. Enrollment Report – Holly Langan
- d. Communication Report – Steve Padilla

**Previous Board Action:**

Not Applicable.

**Financial Implications:**

Not Applicable.

**Motion:**

Not Applicable.

**General Fund | 2023–2024 Financial Summary by Object and Function**

For the Period Ending November 30, 2023

	1	2	3	4 (=2 + 3)	=4 - 1				
	2020–2021	2021–2022	2022–2023	FY24 Adopted	FY24	% of	Add: Rev / Exp	FY24	Budget to Forecast
RESOURCES	Actuals	Actuals	Actuals	Budget	YTD Actuals	Budget	Projections	Forecasted	Variance
								Balance	Fav / (Unfav)
<b>Operating Revenues</b>									
State School Fund	\$ 100,150,364	\$ 102,592,166	\$ 96,170,190	\$ 107,612,357	\$ 50,894,291	47.29%	\$ 50,896,406	\$ 101,790,697	\$ (5,821,660)
Other State School Fund	30,129,098	31,252,542	32,719,353	35,595,834	19,276,875	54.15%	17,738,916	37,015,791	1,419,957
<b>State School Fund Formula</b>	<b>130,279,462</b>	<b>133,844,708</b>	<b>128,889,543</b>	<b>143,208,191</b>	<b>70,171,166</b>	<b>49.00%</b>	<b>68,635,322</b>	<b>138,806,488</b>	<b>(4,401,703)</b>
Local Sources	1,456,682	1,475,230	3,022,635	4,925,499	355,256	7.21%	2,142,013	2,497,268	(2,428,231)
Intermediate Sources	540,000	-	700,000	2,065,727	-	0.00%	2,065,727	2,065,727	-
State Sources	1,471,310	2,793,866	2,590,394	2,600,000	-	0.00%	2,600,000	2,600,000	-
Federal Sources	74,450	32,756	42,995	60,000	253,398	422.33%	32,991	286,389	226,389
Other Sources	1,232,761	215,987	-	-	-	-	-	-	-
<b>Total Operating Revenues</b>	<b>\$ 135,054,665</b>	<b>\$ 138,362,547</b>	<b>\$ 135,245,565</b>	<b>\$ 152,859,417</b>	<b>\$ 70,779,820</b>	<b>46.30%</b>	<b>\$ 75,476,053</b>	<b>\$ 146,255,872</b>	<b>\$ (6,603,545)</b>
Beginning Fund Balance	18,958,789	24,654,907	37,766,143	41,519,249	26,595,009	64.05%	-	26,595,009	(14,924,240)
<b>TOTAL RESOURCES</b>	<b>\$ 154,013,454</b>	<b>\$ 163,017,454</b>	<b>\$ 173,011,708</b>	<b>\$ 194,378,666</b>	<b>\$ 97,374,829</b>	<b>50.10%</b>	<b>\$ 75,476,053</b>	<b>\$ 172,850,881</b>	<b>\$ (21,527,785)</b>
<b>REQUIREMENTS BY OBJECT</b>									
<b>Operating Expenditures</b>									
	By Object								
Salaries	\$ 60,416,368	\$ 63,290,932	\$ 70,161,704	\$ 79,532,650	\$ 22,834,245	28.71%	\$ 55,209,558	\$ 78,043,803	\$ 1,488,847
Associated Payroll Costs	35,909,687	31,780,006	34,264,947	37,755,098	11,090,348	29.37%	28,093,707	39,184,055	(1,428,957)
Purchased Services	21,316,076	22,223,008	27,991,762	25,765,740	10,630,713	41.26%	17,610,789	28,241,502	(2,475,762)
Supplies and Materials	4,667,042	4,108,796	8,434,821	7,604,112	4,162,548	54.74%	3,549,023	7,711,571	(107,459)
Capital Outlay	2,027,423	461,200	1,141,882	1,383,500	5,137	0.37%	1,051,851	1,056,988	326,512
Other Objects	1,495,186	3,160,537	1,719,451	1,701,727	1,714,110	100.73%	172,704	1,886,814	(185,087)
Transfers	3,526,765	1,763,354	2,702,131	1,846,250	1,781,250	96.48%	65,000	1,846,250	-
<b>Total Operating Expenditures</b>	<b>\$ 129,358,547</b>	<b>\$ 126,787,833</b>	<b>\$ 146,416,699</b>	<b>\$ 155,589,077</b>	<b>\$ 52,218,351</b>	<b>33.56%</b>	<b>\$ 105,752,632</b>	<b>\$ 157,970,983</b>	<b>\$ (2,381,906)</b>
Contingencies			-	29,070,656	-	0.00%	-	-	29,070,656
Unappropriated Ending Fund Balance			-	9,718,933	-	0.00%	-	-	9,718,933
<b>TOTAL REQUIREMENTS</b>	<b>\$ 129,358,547</b>	<b>\$ 126,787,833</b>	<b>\$ 146,416,699</b>	<b>\$ 194,378,666</b>	<b>\$ 52,218,351</b>	<b>26.86%</b>	<b>\$ 105,752,632</b>	<b>\$ 157,970,983</b>	<b>\$ 36,407,683</b>
Ending Fund Balance	\$ 24,654,907	\$ 36,229,620	\$ 26,595,009					\$ 14,879,898	
<b>REQUIREMENTS BY FUNCTION</b>									
<b>Operating Expenditures</b>									
	By Function								
Instruction	\$ 79,378,852	\$ 75,684,564	\$ 86,050,468	\$ 90,515,987	\$ 27,624,259	30.52%	\$ 64,618,505	\$ 92,242,764	\$ (1,726,777)
Support Services	45,844,717	47,675,406	57,308,141	62,861,781	22,570,758	35.91%	40,956,215	63,526,973	(665,192)
Enterprise and Community Services	408,213	164,509	155,960	165,059	42,084	25.50%	112,912	154,996	10,063
Facilities Acquisition and Construction	-	-	-	-	-	-	-	-	-
Other Uses	3,726,765	3,263,354	2,902,131	2,046,250	1,981,250	96.82%	65,000	2,046,250	-
<b>Total Operating Expenditures</b>	<b>\$ 129,358,547</b>	<b>\$ 126,787,833</b>	<b>\$ 146,416,699</b>	<b>\$ 155,589,077</b>	<b>\$ 52,218,351</b>	<b>33.56%</b>	<b>\$ 105,752,632</b>	<b>\$ 157,970,983</b>	<b>\$ (2,381,906)</b>
Contingencies			-	29,070,656	-	0.00%	-	-	29,070,656
Unappropriated Ending Fund Balance			-	9,718,933	-	0.00%	-	-	9,718,933
<b>TOTAL REQUIREMENTS</b>	<b>\$ 129,358,547</b>	<b>\$ 126,787,833</b>	<b>\$ 146,416,699</b>	<b>\$ 194,378,666</b>	<b>\$ 52,218,351</b>	<b>26.86%</b>	<b>\$ 105,752,632</b>	<b>\$ 157,970,983</b>	<b>\$ 36,407,683</b>
Ending Fund Balance	\$ 24,654,907	\$ 36,229,620	\$ 26,595,009					\$ 14,879,898	
Ending Fund Balance % of Revenue	16.01%	22.22%	15.37%					8.61%	

## Starting Point for FY25 Budget Forecast Development for General Fund

Resources	FY25 Initial Forecast	Assumptions
<b>Operating Revenues</b>		
State School Fund Formula	\$141,580,000	Second year of biennium, so 49-51 split is 1.02 x FY24
Other Revenue	6,100,000	ESD funds, interest income, property taxes
<b>Total Operating Revenues</b>	<b>\$147,680,000</b>	
Beginning Fund Balance	9,720,000	Prior year ending fund balance minimum of 5% of adopted revenues
<b>Total Resources</b>	<b>\$157,400,000</b>	
Requirements	FY25 Initial Forecast	Assumptions
<b>Operating Expenditures</b>		
Salaries & Associated Costs	\$122,325,000	Current year positions with one-step increase; same benefits
Purchased Services	43,900,000	All other expenditures (purchased services, supplies, repairs, debt payments, etc)
<b>Total Operating Expenditures</b>	<b>\$166,225,000</b>	Total FY25 Operating Requirements
Contingencies		Note no contingencies added here
Unappropriated Ending Fund Balance	7,870,000	Required 5% of FY25 Resources
<b>Total Requirements</b>	<b>\$174,095,000</b>	
<b>Ending Fund Balance</b>	<b>(\$16,695,000)</b>	To balance, we need to increase resources and/or reduce requirements
<i>Net of Operating Balance</i>	<i>(\$18,545,000)</i>	<i>Balance without using prior year carryforward balance and not accounting for required 5% ending fund balance</i>

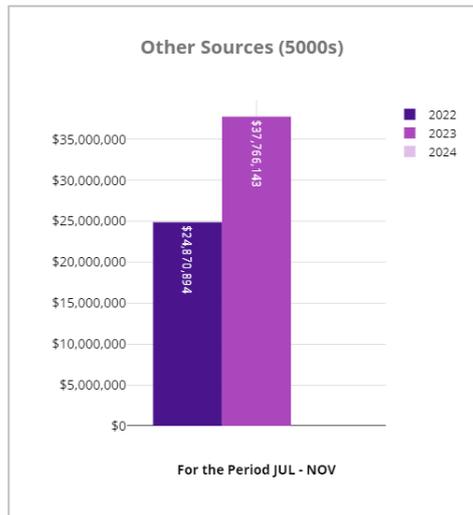
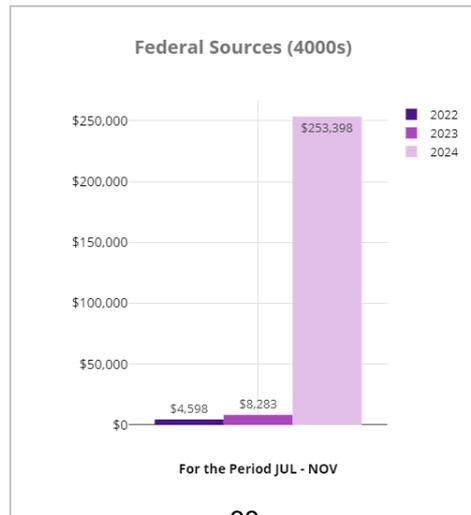
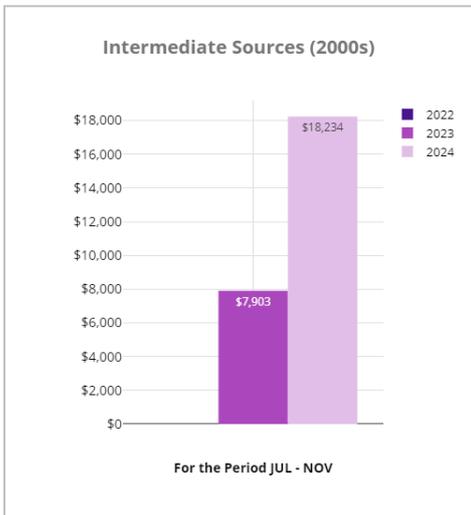
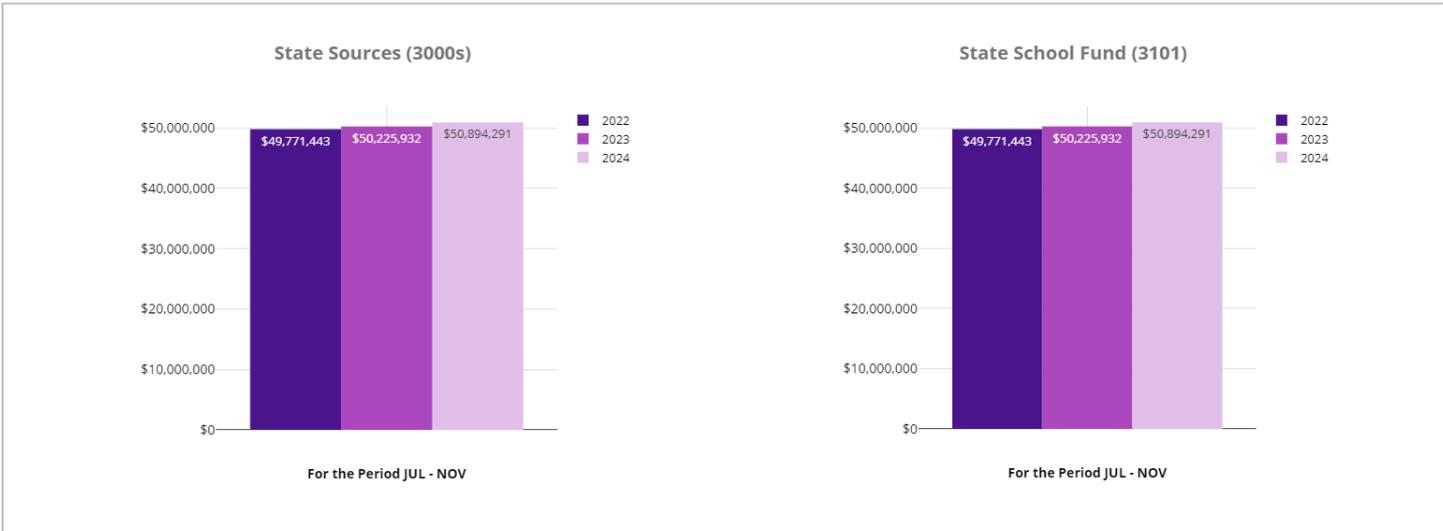
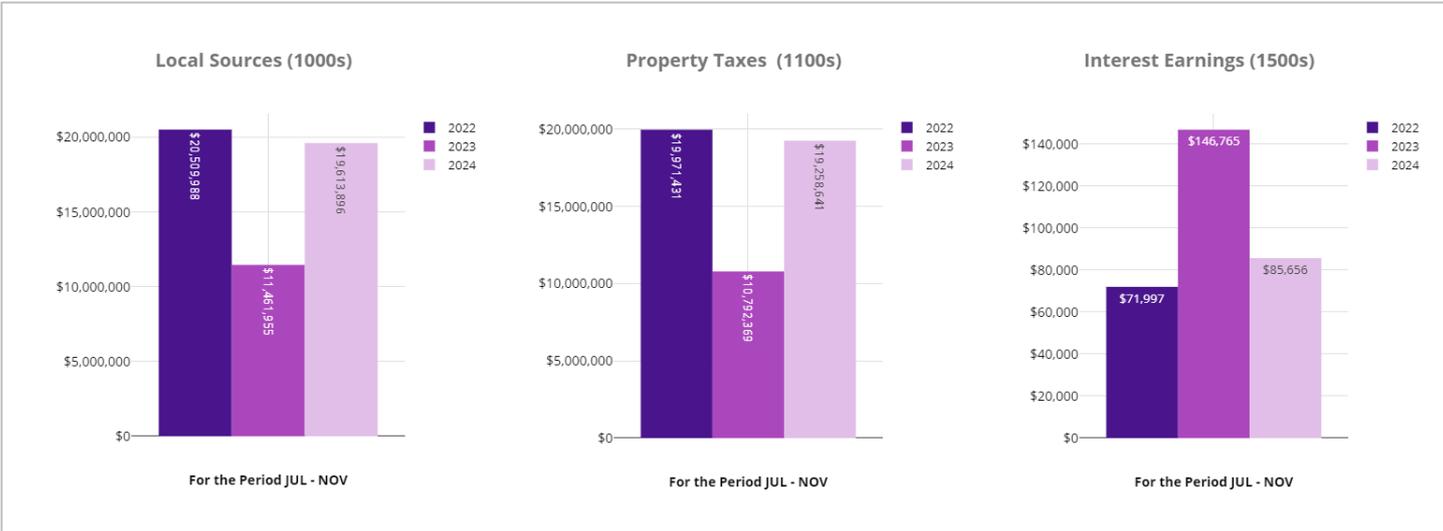


2023-2024 Reynolds SD 7 | General Fund Overview - Revenue

YTD Local Sources  
**50.23%** of Budget  
 Prior Year YTD: 33.41% of Actuals

YTD State Sources  
**45.58%** of Budget  
 Prior Year YTD: 50.15% of Actuals

YTD All Sources (except 5400s)  
**46.30%** of Budget  
 Prior Year YTD: 45.62% of Actuals





2023-2024 Reynolds SD 7 | General Fund Overview - Expense

YTD Salary and Benefits

**28.92%** of Budget

Prior Year YTD: 28.60% of Actuals

YTD Purchased Services

**41.26%** of Budget

Prior Year YTD: 31.91% of Actuals

YTD Other Expenses

**61.13%** of Budget

Prior Year YTD: 23.72% of Actuals

Salaries (100s)



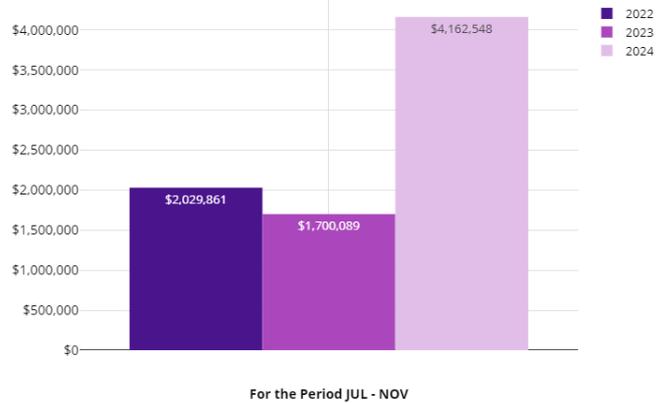
Benefits (200s)



Purchased Services (300s)



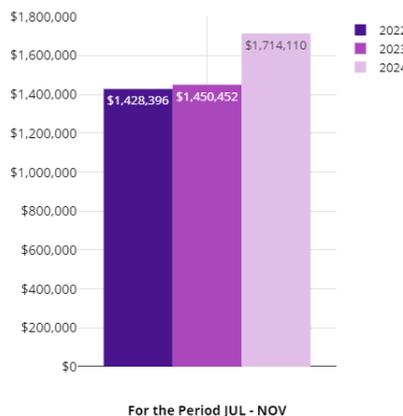
Supplies (400s)



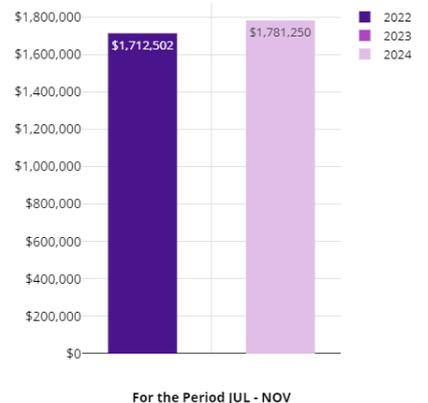
Capital Outlay (500s)



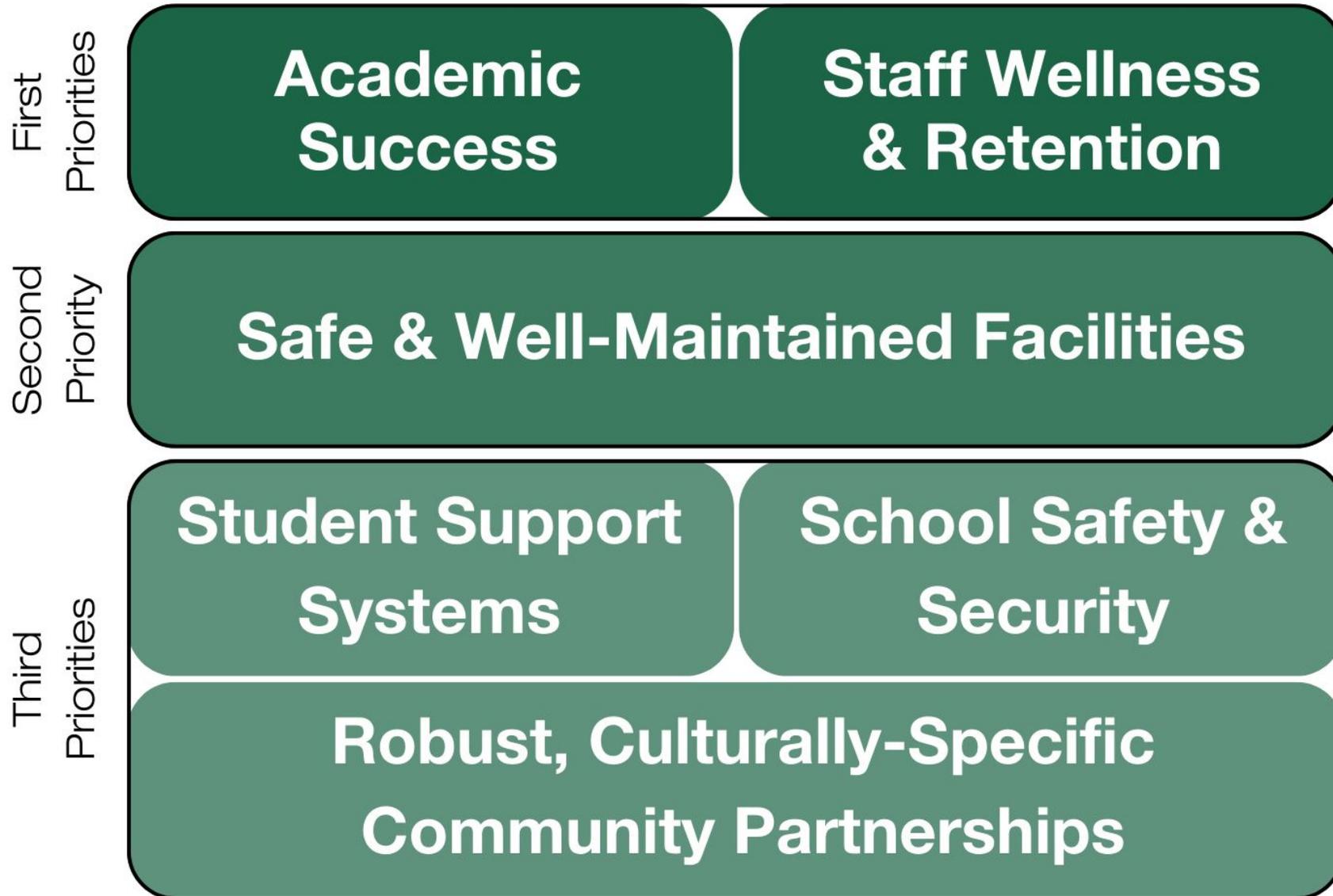
Other Objects (600s)



Transfers (700s)



# Proposed Budget Priorities for 2024-2025



## Elementary Enrollment By Classroom - November 30, 2023

School	Kinder	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade		Total	Variance	
									Proj	Diff
<b>Alder</b>	19								Alder	
	17	17	18	23	17	23				
	15	22	19	19	23	26				
Dual Language		25	21	24	28	25				
<b>Total</b>	<b>51</b>	<b>64</b>	<b>58</b>	<b>66</b>	<b>68</b>	<b>74</b>		<b>381</b>	342	39
<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>17.00</b>	<b>21.33</b>	<b>19.33</b>	<b>22.00</b>	<b>22.67</b>	<b>24.67</b>				
<b>Davis</b>	17	15	22	17	30	29			Davis 71	
	20	17	22	20	24	28				
		18	21	22	31	28				
		16								
<b>Total</b>	<b>37</b>	<b>66</b>	<b>65</b>	<b>59</b>	<b>85</b>	<b>85</b>		<b>397</b>	362	35
<b># of Classes</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>		<b>18</b>		
<b>Average Class Size</b>	<b>18.50</b>	<b>16.50</b>	<b>21.67</b>	<b>19.67</b>	<b>28.33</b>	<b>28.33</b>				
<b>Fairview</b>	16	23	20	16	19	17			Fairview	
	14	25	22	17	18	17				
	14	15		16	17	18				
STEP	1	1	3	1	4	5				
<b>Total</b>	<b>45</b>	<b>64</b>	<b>45</b>	<b>50</b>	<b>58</b>	<b>57</b>		<b>319</b>	278	41
<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>11.25</b>	<b>16.00</b>	<b>15.00</b>	<b>12.50</b>	<b>14.50</b>	<b>14.25</b>				
<b>Glenfair</b>	16	21	17	22	24	22			Glenfair	
	17	20	18	24	24	21				
	18	20	17	23	24	21				
	16	22	16			21				
<b>Total</b>	<b>67</b>	<b>83</b>	<b>68</b>	<b>69</b>	<b>72</b>	<b>85</b>		<b>444</b>	404	40

# of Classes	4	4	4	3	3	4		22		
Average Class Size	16.75	20.75	17.00	23.00	24.00	21.25				
<b>Hartley</b>	19	15	20	22	21	25			Hartley	
	21	16	21	22	21	29				
	19	16	21	21		19				
<b>Total</b>	<b>59</b>	<b>47</b>	<b>62</b>	<b>65</b>	<b>42</b>	<b>73</b>		<b>348</b>	296	52
# of Classes	3	3	3	3	2	3		17		
Average Class Size	19.67	15.67	20.67	21.67	21.00	24.33				
<b>Margaret Scott</b>	19	16	19	16	19	17			Margaret Scott 72	
	23	17	23	19	21	18				
	23	14	19	18	18	18				
<b>Total</b>	<b>65</b>	<b>47</b>	<b>61</b>	<b>53</b>	<b>58</b>	<b>53</b>		<b>337</b>	294	43
# of Classes	3	3	3	3	3	3		18		
Average Class Size	21.67	15.67	20.33	17.67	19.33	17.67				
<b>Salish Ponds</b>	17	18	17	19	22	19			Salish Ponds	
	17	26	16	19	23	19				
	17	29	16	18	24	16				
<b>Total</b>	<b>51</b>	<b>73</b>	<b>49</b>	<b>56</b>	<b>69</b>	<b>54</b>		<b>352</b>	298	54
# of Classes	3	3	3	3	3	3		18		
Average Class Size	17.00	24.33	16.33	18.67	23.00	18.00				
<b>Sweetbriar</b>	16	19	20	20	24	24			Sweetbriar	
	15	20	19	19	25	22				
	16									
<b>Total</b>	<b>47</b>	<b>39</b>	<b>39</b>	<b>39</b>	<b>49</b>	<b>46</b>		<b>259</b>	236	23
# of Classes	3	2	2	2	2	2		13		

<b>Average Class Size</b>	<b>15.67</b>	<b>19.50</b>	<b>19.50</b>	<b>19.50</b>	<b>24.50</b>	<b>23.00</b>				
<b>Troutdale</b>	19	19	18	20	20	23			Troutdale	
	19	19	19	20	21	21				
	19	20	17	19	8	15	Split Class			
Life Skills	2	4	5	4	3	2				
<b>Total</b>	<b>59</b>	<b>62</b>	<b>59</b>	<b>63</b>	<b>52</b>	<b>61</b>		<b>356</b>		
<b># of Classes</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2.5</b>	<b>2.5</b>		<b>17</b>		
<b>Average Class Size</b>	<b>14.75</b>	<b>15.50</b>	<b>14.75</b>	<b>15.75</b>	<b>13.00</b>	<b>15.25</b>				
<b>Wilkes</b>	21	23	20	18	19	19			Wilkes 73	
	23	22	19	18	19	17				
	23	23	20	18	19	19				
			18	18	18	18				
Life Skills	2	7	6	4	2	4				
<b>Total</b>	<b>69</b>	<b>75</b>	<b>83</b>	<b>76</b>	<b>77</b>	<b>77</b>		<b>457</b>	439	18
<b># of Classes</b>	<b>3.0</b>	<b>3.0</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>		<b>22</b>		
<b>Average Class Size</b>	<b>16.00</b>	<b>17.33</b>	<b>15.75</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>				
<b>Woodland</b>	22	21	20	17	25	21			Woodland	
	22	19	21	16	23	23				
	23	18	20	18	22	23				
	16									
Life Skills	4	4	7	3	6	10				
<b>Total</b>	<b>87</b>	<b>62</b>	<b>68</b>	<b>54</b>	<b>76</b>	<b>77</b>		<b>424</b>	387	37
<b># of Classes</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>		<b>19</b>		
<b>Average Class Size</b>	<b>17.40</b>	<b>15.50</b>	<b>17.00</b>	<b>13.50</b>	<b>19.00</b>	<b>19.25</b>				
									Proj	Diff
<b>Elem Total</b>	<b>637</b>	<b>682</b>	<b>657</b>	<b>650</b>	<b>706</b>	<b>742</b>		<b>4074</b>	3683	391
<b>Total # of Classes</b>	<b>34.0</b>	<b>34.0</b>	<b>33.0</b>	<b>33.0</b>	<b>31.5</b>	<b>33.5</b>				
<b>Total Average Class Size</b>	<b>16.88</b>	<b>18.01</b>	<b>17.94</b>	<b>18.04</b>	<b>20.35</b>	<b>20.05</b>				

### Secondary Enrollment By Grade Level - December 4, 2023

School	6th	7th	8th	9th	10th	11th	12th	Total	Variance	
	Grade		Proj	Diff						
HB Lee MS	221	222	212					655	638	17
Reynolds MS	242	248	269					759	777	-18
Walt Morey MS	178	181	184					543	550	-7
RHS + Middle College				657	650	520	536	2363	2711	-348
RLA					49	55	108	212	200	12
									Proj	Diff
<b>Secondary Total</b>	<b>641</b>	<b>651</b>	<b>665</b>	<b>657</b>	<b>699</b>	<b>575</b>	<b>644</b>	<b>4532</b>	4976	-444
Elementary Total								4074		
<b>Total Reynolds:</b>								<b>8606</b>	8659 <sub>74</sub>	-53

### Charter School Data

School	Kinder	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th - 8th Grades	Total	Variance	
									Proj	Diff
Arthur Academy	27	32	27	29	28	28		171	175	-4
Rockwood Prep	72	68	68	61	52	50		371	372	-1
MLA	46	48	48	48	48	46	273	557	575	-18
HOLLA	18	18	21	19				76	56	20
									Proj	Diff
<b>Charter Total</b>	<b>163</b>	<b>166</b>	<b>164</b>	<b>157</b>	<b>128</b>	<b>124</b>	<b>273</b>	<b>1175</b>	1178	-3
<b>Total Reynolds and Charters:</b>								<b>9,781</b>	9,837	-56



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

# Superintendent Report: Communications

Steve Padilla, Director of Communications

December 13, 2023

# RSD Communications Activities in January

- Attending school activities to post on social media
- Conduct media interviews as appropriate
- Securing articles for our monthly newsletter



- Assisting schools/families with ParentSquare questions/set up for parents and teachers
- Our new volunteer system is fully functional. We are training staff on the new volunteer process and ensuring each school's kiosk works for them
- Streamlining new partner onboarding process with the same company that does our volunteer processing



# RSD Social Media in January

# Social Media Activities

- New Year's Day
- Martin Luther King Jr. Day – 16<sup>th</sup>
- My birthday on the 26<sup>th</sup>!

# Award-winning Sabes que – Did You Know!

---

- We conducted a podcast with Root to Rise RLA students to discuss their mentoring middle school students
- We are securing interviews various departments for upcoming podcasts
- Our Podcasts can be found on Amazon Music, Spotify, iHeartRadio, Pandora and Apple Podcasts!

81





# Questions?



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



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

To: Board of Directors

From: Frank Caropelo, Superintendent

**Subject: Consent Agenda**

Type:  Action Item  Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: December 13, 2023

**Connection to Strategic Plan Goal Topics:**

- Marginalized Students  Culturally Responsive Teaching
- Student and Staff Wellness  Professional Development

**Summary / Background:**

- A. Approval of Personnel Order
- B. Approval of Prior Meeting Minutes
- C. RHS Boys Basketball Tournament in Medford, Oregon

**Previous Board Action:**

Not Applicable.

**Financial Implications:**

Not Applicable.

**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



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

**Reynolds School District  
Board of Education Business Meeting  
Meeting Minutes  
November 15, 2023  
6:00 PM  
Wood Village City Hall**

**Present:** Patty Carrera, Ana Gonzalez Muñoz, Francisco Ibarra, Aaron Muñoz, Michael Reyes, Joyce Rosenau, Cayle Tern.

**I. 5:30p - Executive Session**

The Reynolds School Board and the Superintendent will recess into Executive Session at 5:30p under ORS 192.660(2)(a) Personnel and ORS 192.660(2)(d) Negotiations. Executive Session is closed to the public.

**II. 6:00p - Call to Order**

- Board Chair Ana Gonzalez Muñoz called the November 15, 2023 Business Meeting to order at 6:01p.

I move that the Board approve the November 15, 2023 agenda as presented. This motion, made by Aaron Muñoz and seconded by Michael Reyes, Passed.

Yea: 7, Nay: 0

**A. Roll Call**

**B. Consider Approval of the November 15, 2023 Agenda**

I move that the Board approve the November 15, 2023 agenda as presented. This motion, made by Aaron Muñoz and seconded by Michael Reyes, Passed.

Yea: 7, Nay: 0

**C. Pledge of Allegiance**

**D. Land Acknowledgement**

- Vice Chair Aaron Muñoz read the Land Acknowledgement into the record.

**E. Mission and Vision**

- Chair Ana Gonzalez Muñoz read the mission and vision into the record.

**III. 6:10p - Recognition**

**A. Student Recognition**

**B. Staff Recognition**

**C. Volunteer/Community Partner Recognition**

**IV. 6:20p - Public to be Heard**

**V. 6:35p - High School Student Report**

**VI. 6:40p - Bargaining Group Updates**

**VII. 6:50p - Presentation to the Board**

**A. District At-a-Glance Profiles and 9th Grade On Track**

- The 5 year graduation rate went down - that doesn't mean less students, it means the number of students who didn't graduate in 4 years didn't graduate in 5 years either.
- 9th Grade Counts - students can earn an extra .5 credit.
- For the three-year 9th grade on track data, how would a different number of students affect the percentage?
- Why did Walt Morey go from not identified to targeted.
  - Areas of concern are English Language Learners and Special Education students

**B. Early Literacy Grant**

- High dosage tutoring is 3:1 or less. 30 minutes at least 3 times a week during the school day. We can also provide extended day programs as well.
- We currently have instructional coaches K-12 and reading specialists at every elementary school.
- The grant would be used to move kinder EAs into sustainable funding.
- We have been incorporating PD into EAs calendared work days so extra PD funding isn't needed.
- Other elementary EAs would still be trained but the kinder EAs would be paid for out of this grant.
- 30 day EAs would still be in place at the beginning of the school year.
- Any expenditures after October 1 this year can be moved into this grant funding once we receive it. We already have the EAs and have been doing the trainings already.

**C. SIA: 2022-2023 Annual Report**

**VIII. 7:20p - Superintendent's Reports**

**A. Announcements/Reports**

**B. Communications Report**

**C. Financial Report**

**D. Enrollment Report**

**IX. 7:35p - Consent Agenda**

I move that the Board approve all consent agenda items presented. This motion, made by Michael Reyes and seconded by Francisco Ibarra, Passed.

Yea: 7, Nay: 0

**A. Approval of Personnel Order**

**B. Approval of Prior Meeting Minutes**

**C. Trillium Family Services Contract for Mental Health and Education Support Services**

**D. GBSD/RSD IGA for Learning Specialist at Open School**

- We have 20 slots at Open School.

**E. Bilingual Educator Pathways Grant Acceptance**

**F. RHS Army JROTC Overnight Trip to Kennewick, WA**

**X. 7:40p - Action Items**

**A. Early Literacy Grant Application**

I move that the Board approve the Early Literacy Success Grant application as presented. This motion, made by Patty Carrera and seconded by Aaron Muñoz, Passed.

Yea: 7, Nay: 0

**B. OSBA Elections and Resolutions**

I move that the Board vote for Kris Howatt for position 18 on the OSBA Board of Directors. This motion, made by Patty Carrera and seconded by Francisco Ibarra, Passed.

Yea: 7, Nay: 0

I move that the Board vote for Brenda Rivas for position 17, Jessica Arzate for position 18, and David Linn for position 19 on the OSBA Legislative Policy Committee. This motion, made by Michael Reyes and seconded by Patty Carrera, Passed.

Yea: 7, Nay: 0

I move that the Board approve the OSBA Resolution to Amend Oregon School Boards Association's Bylaws Relating to Composition of the Board of Directors. This motion, made by Aaron Muñoz and seconded by Francisco Ibarra, Passed.

Yea: 7, Nay: 0

I move that the Board approve the OSBA Resolution to Amend the OSBA's 2018 Bylaws. This motion, made by Patty Carrera and seconded by Michael Reyes, Passed.

Yea: 7, Nay: 0

**XI. 7:50p - Board Announcements and Discussion**

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

**B. Upcoming Board Meetings**

**XII. 8:00p - Adjourn**

- Chair Ana Gonzalez Muñoz adjourned the November 15, 2023 meeting at 7:52p.

To: Board of Directors

From: Frank Caropelo, Superintendent

**Subject: RHS Boys Basketball Field Trip Request**

Type:  Action Item       Report / Presentation

Policy: IICA: Field Trips and Special Events

Date: December 13, 2023

---

**Connection to Strategic Plan Goal Topics:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students      | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development       |
- 

**Summary / Background:**

RHS Boys Basketball is proposing an overnight field trip to attend the OSAA Abby's Basketball Tournament in Medford, Oregon from December 27-29, 2023. While there, the team will compete against other high school basketball teams from across the state of Oregon. This basketball tournament will challenge our student athletes in physical fitness, college readiness, sportsmanship and team bonding, all while promoting positive self-esteem for our upcoming 2024 season.

**Previous Board Action:**

RHS Boys Basketball has not requested an overnight trip for tournaments since before COVID19 but the Board has approved similar trips for other teams.

**Financial Implications:**

The estimated cost of the trip is estimated at \$3025, paid through our ASB account with funds raised by fundraising. This will include tournament fees for 12 students, food, and lodging. Shay Dean, assistant coach, will be certified to drive the activity van which reduces transportation costs due to not hiring a bus driver.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board approve the RHS Boys Basketball trip to Medford, Oregon for a tournament as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



TRIP ID  
TRIP DATE 12/27-29

### FIELD TRIP REQUEST FORM

Originating School Reynolds High School Date of Trip Departure 12/26 Return Date of Trip 12/29  
 Destination Name South Medford High School Grade Level # of Adults 4  
 Destination Address 1551 Cunningham Ave, Medford o # of Students 12  
 Requesting Teacher Coach Terrance Dickens # of Wheelchairs -  
 Departure Time From School 12/27/23 9:00 am Where should buses load at the School Front of RHS n/gym  
 Departure Time From Destination 12/29/23 10:00 am Trip Description  
 \*\*Please see the required departure times on the PowerPoint, provided to your School Secretary OSAA Basketball Tourn. Medford, OR  
 \*If more than one destination, please list the name, address, and planned departure time on a separate sheet. Submit with this form.

Contact Teacher's Name & Cell Phone # Terrance Dickens - 503-805-3311

#### TRANSPORTATION

Trip Type Non-Reimbursabl  
 Reimbursable trips are an extension of the classroom (a lesson plan MUST be attached to the Field Trip Request) and will be billed at 30%. Non-reimbursable trips are; athletic trips, competition drama, music, etc, traveling beyond 100 miles of the Oregon border, summer school transportation and any other trip that is not an extension of the classroom, will be billed at 100%.

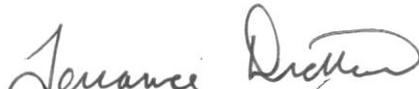
Number of Buses Requested - maximum bus capacity 50-52 people per bus Activity Van

Allowable Field Trip Hours: Earliest departure from originating school is 9:15am, must be back to originating school by 2:00pm.  
 Late Start Day Hours: Earliest departure from originating school is 10:25am, must be back to originating school by 2:00pm.

#### FUNDING SOURCE

Budget Code (Object Code = third series of #'s in the budget code must be 0331 or 0332) 100.2550.0332.031.230.000  
 Grant Name & Number  
 Outside Source (Billing Entity Name, Contact Person, Billing Address & Phone Number)

#### Notes: Activity Van

  
 REQUESTING TEACHER'S SIGNATURE

11-14-2023  
 DATE

  
 APPROVING SCHOOL ADMINISTRATOR'S SIGNATURE

11-14-23  
 DATE

Once The Field Trip Is Approved, You Need To:

- Have the school secretary enter the trip into Traversa.
- Notify cafeteria manager if any meals or snacks will be required for the trip, note food allergies if known
- You are responsible for lodging and meals for the driver(s).
- Please review the Reynolds School District Policy, to see if School Board approval is required.
- If Reynolds School Board approval is required, please attach the approved RSD Board Meeting Minutes.
- Review the Bus Rules



## **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 board through 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 not unduly delay the return of the bus to the school;
5. Chaperons 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 miles out-of-state, one-way or any overnight travel must have prior board approval.

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

Name of Group: \_\_\_\_\_ School: \_\_\_\_\_

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: \_\_\_\_\_ Date(s) of Activity: \_\_\_\_\_

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.
3. School equipment to be used:
4. Lodging:
5. Will Student Travel Insurance be obtained?  Yes  No
6. Estimated number of students: \_\_\_\_\_ Number of supervisors: \_\_\_\_\_
7. Parent permission slip on file:  Yes  No
8. Person or persons initiating request: \_\_\_\_\_ Date: \_\_\_\_\_
9. Principal approval: \_\_\_\_\_ Date: \_\_\_\_\_

Decision: Preliminary approval to continue with planning  Yes  No

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

\_\_\_\_\_

District Activities Coordinator Date

Final Approval  Yes  No

\_\_\_\_\_

District Activities Coordinator

\_\_\_\_\_

Date

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

1. List itinerary.
  
2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?
  
3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?
  
4. What effect does the trip have on other classes or programs?
  
5. Estimated cost of trip \$\_\_\_\_\_. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)
  
6. Describe methods of transportation. List names of drivers, types of automobiles, and whether a Type 10/20 license will be required for drivers (see Policy EEAE).
  
7. Describe supervision plans to ensure maximum safety for students.

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

Description of field trip/activity: \_\_\_\_\_

Location/Destination: \_\_\_\_\_

Date(s) of field trip/activity: \_\_\_\_\_

Name(s) of person in charge of field trip/activity: \_\_\_\_\_

I understand that the above named trip is an official school activity and that all rules and regulations applying in the Reynolds School District are in effect. Among these rules are the following:

1. All directions and guidelines established by the adult(s) in charge will be followed;
2. There will be no use of alcoholic beverages or other drugs at any time;
3. There will be no smoking while on the bus or van;
4. All established time schedules will be followed;
5. Reasonable and proper behavior will be maintained at all times during the trip.

I recognize that in the case of serious violation of the rules, that my parent(s) will be called collect and that I will be sent at home at their expense.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

(Complete student health history on next page.)

**Reynolds School District**  
**HEALTH HISTORY FOR SCHOOL FIELD TRIPS**

Student Name: \_\_\_\_\_

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

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

Home Telephone: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Person to be called in case of emergency if parent/guardian cannot be reached:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone: \_\_\_\_\_

Medical Contact Information:

Physician: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

**From:** Terrance Dickens <TDickens@rsd7.net>  
**Sent:** Monday, November 6, 2023 7:08 PM  
**To:** Ryan Aldred <RAldred@rsd7.net>  
**Subject:** Itinerary

12/27 - 9:00am leave Reynolds High  
- 12:00pm stop somewhere near Eugene/Roseburg area for lunch.  
- 2:30pm arrive/check-in at

**Best Western Horizon Inn**

1154 E Barnett Rd.

Medford, OR 97501

[541-779-5085](tel:541-779-5085)

- 4:30pm go local place close. For lite dinner
- 6:30pm drive over to South Medford High for game at 7:30pm.
- 9:15pm drive back to Hotel. In for the night.

12/28 - wake-up 8:00am have breakfast.

- Don't know game time for today. But will leave for game one hour before tipoff.
- Return to Hotel after game.
- Maybe have dinner in the evening somewhere close by hotel.
- 9:30pm return to Hotel for Bed.

12/29 - wake-up 8:00am for breakfast.

- leave hotel one hour Before game time.
- Leave for Reynolds right after our last game this day. Depends on what time we play.

We will only stay in Medford for two nights depending on if we play the last night, in the championship game. Which would be later in the night. And would not want to drive late night back home. As we will be tired and very unsafe. Hope this helps a little.



*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

**Subject: Acceptance of Student Investment Account (SIA) Grant**

Type:  Action Item       Report / Presentation

Policy: DD: Funding Proposal Applications

Date: December 13, 2023

**Connection to Strategic Plan Goal Topics:**

- Marginalized Students
- Culturally Responsive Teaching
- Student and Staff Wellness
- Professional Development

**Summary / Background:**

In 2019, Oregon’s leaders made a real commitment to our children, our educators, our schools and our state with the passage House Bill 3427 and the creation of the Student Success Fund. At least 50% of the Fund For Student Success goes to the Student Investment Account (SIA), a program that focuses on meeting students’ mental and behavioral health needs, and increasing academic achievement for students, including reducing academic disparities.

In the 2022-23 school year, Reynolds School District underwent an extensive community, staff, parent, and student engagement and input process to gather valuable data to drive focused, intentional planning for Integrated Programs, including SIA this biennium. The resulting plan directly supports our district’s plan for transformation as codified in our core beliefs and the prioritized themes in the Reynolds SIA Plan: Engagement of Students and Community, Professional Development, Academics and Instruction, Safety (physical, social-emotional and mental health), and Career-Connected Learning. This plan was approved by the Board of Directors at the March 22, 2023 Business Meeting and went into effect in the 2023-24 school year.

**Previous Board Action:**

The Board accepts all grants

**Financial Implications:**

The SIA grant is an expense reimbursement grant of up to \$9.46 million for the 2023-24 school year, and approximately the same amount for school year 2024-25.

**Motion:**

A. Motion Made by Board Member: 96

- a. I move the Board authorize staff to accept the Student Investment Account Grant from Oregon Department of Education in the total amount of \$9,460,061.10 to provide high-quality programming for students, staff, and families.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

# STATE OF OREGON GRANT AGREEMENT

## “Student Success Act – Student Investment Account”

Grant No. 34473

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Reynolds SD 7 (“Grantee”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”). ORS 327.175 Student Investment Account (4) Moneys in the Student Investment Account are continuously appropriated to the Department of Education for the purposes of distributing grants under ORS 327.195.

### SECTION 2: PURPOSE

The purpose of this grant is to provide funding to assist in meeting students’ mental or behavioral health needs, and increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

### SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2024.

### SECTION 4: GRANT MANAGERS

#### 4.1 Agency’s Grant Manager is:

Cassie Medina  
Office of Education Innovation & Improvement  
255 Capitol St NE  
Salem, OR 97310-0203  
[cassie.medina@ode.oregon.gov](mailto:cassie.medina@ode.oregon.gov)

**4.2** Grantee’s Grant Manager is:

Frank Caropelo  
Reynolds SD 7  
1204 NE 201st Ave.  
Fairview, OR 97024

**4.3** A Party may designate a new Grant Manager by written notice to the other Party.

## **SECTION 5: PROJECT ACTIVITIES**

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

## **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$10,133,971.02 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available in the Student Investment Account (“Funding Source”). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

## **SECTION 7: DISBURSEMENT GENERALLY**

### **7.1 Disbursement.**

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating

deficiencies were corrected.

**7.2 Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

**7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

**7.2.2** No default as described in Section 15 has occurred; and

**7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

**7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

**7.4 Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

**8.1 Organization/Authority.** Grantee represents and warrants to Agency that:

**8.1.1** Grantee is a District duly organized and validly existing;

**8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

**8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

**8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

**8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

**8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

**8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## SECTION 9: OWNERSHIP

**9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

## **SECTION 10: CONFIDENTIAL INFORMATION**

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and

preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section)..
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit C.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit C or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit C, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at

least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## **SECTION 13: GOVERNING LAW, JURISDICTION**

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## **SECTION 15: DEFAULT**

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
  - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
  - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed

against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;

17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or

17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 18: TERMINATION

18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 **By Agency.** Agency may terminate this Grant as follows:

18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 **By Grantee.** Grantee may terminate this Grant as follows:

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

## SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.

- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency’s consent to Grantee’s assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency’s prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency’s consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
  - Exhibit A (the “Project”)
  - Exhibit B (Common and Customized Framework)
  - Exhibit C (Insurance)

**19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

## SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann  
Contracting Officer

11/08/2023  
Date

### Reynolds SD 7

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue  
Assistant Attorney General

November 8, 2023, via email  
Date

# EXHIBIT A THE PROJECT

## SECTION I – BACKGROUND AND GOALS

Signed into law in May of 2019, the Student Success Act (SSA) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

SSA establishes the Student Investment Account (SIA) to provide Oregon school districts and eligible charter schools with access to non-competitive grant funds. Each SIA applicant is required to work alongside educators, students, families, and their community to develop a plan and outline priorities and activities that align to the allowable uses in the law.

The SIA grants are for two purposes:

- 1) Meeting students’ mental or behavioral health needs, and
- 2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

## SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B.

**“Act”** means the “Student Success Act” codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

**“Allowable Costs of the Project”** means Grantee’s actual costs that are reasonable, necessary and directly related to the implementation of the Integrated Plan and are allowable uses of the Grant Funds under the Act.

**“Baseline Targets”** means the minimum expectations for improvement set forth in the Integrated Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 “Guidance for Eligible Applicants”.

**“Common Metrics”** means the Five-Year Completion Rate, Third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

**“Disaggregated”** has the meaning given in section 12(a) of the Act.

**“Five-Year Completion Rate”** has the meaning given in section 12(b) of the Act.

**“Focal Student Groups”** means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged, students who are homeless and students who are foster children.

**“Four-Year on-Time Graduation Rate”** means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

**“Gap Closing Targets” or “Closing Gap Targets”** means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the Integrated Plan based on the February 2022 “Aligning for Student Success: Integrated Guidance for Six ODE Initiatives”.

**“Integrated Guidance”** means the integration of the following six programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), and Early Indicators Intervention Systems (EIS). Together operationally, the guidance creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, ODE developed a framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems.

**“Integrated Plan”** means the plan developed following the Integrated Guidance, which includes the SIA, which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities. The plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

**“Local Optional Metrics”** means additional Progress Markers toward the Common Metrics included in the Integrated Plan.

**“Longitudinal Performance Growth Targets (LPGTs)”** means the required common metrics and optional locally defined metrics, including targets related to student mental and behavioral health needs, included in Grantee’s Integrated Plan.

**“Ninth-grade On-Track Rate”** has the meaning given in section 12(d) of the Act.

**“Progress Markers”** means sets of indicators set forth in the Integrated Plan that identify the kinds of changes Agency expects to see in policies, practices and approaches over the next three years that lead to Grantee reaching its LPGTs.

**“Regular Attendance Rate”** has the meaning given in section 12(f) of the Act.

**“SIA Account”** means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

**“Stretch Targets”** means significant improvement set forth in the Integrated Plan by the district in either: (I) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 “Guidance for Eligible Applicants”.

“**Third-Grade Reading Proficiency Rate**” has the meaning given in section 12(g) of the Act.

### SECTION III – PROJECT ACTIVITIES

#### Integrated Plan Implementation

Agency will disburse Grant Funds for Allowable Costs of the Project that implement Grantee’s Integrated Plan during the Performance Period in accordance with formula and activities described in the Act.

At the start of the 2023-2024 School Year, Grantee must begin to implement its Integrated Plan.

Grantees must use the Grant Funds only for:

(a) Increasing instructional time, which may include: (A) More hours or days of instructional time; (B) Summer programs; (C) Before-school or after-school programs; or (D) Technological investments that minimize class time used for assessments administered to students.

(b) Addressing students’ health or safety needs, which may include: (A) Social-emotional learning and development; (B) Student mental and behavioral health; (C) Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school; (D) Student health and wellness; (E) Trauma-informed practices; (F) School health professionals and assistants; or (G) Facility improvements directly related to improving student health or safety.

(c) Reducing class sizes, which may include increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.

(d) Expanding availability of and student participation in well-rounded learning experiences, which may include: (A) Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade; (B) Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers; (C) Broadened curricular options at all grade levels, including access to: (i) Art, music and physical education classes; (ii) Science, technology, engineering and mathematics education; (iii) Career and technical education, including career and technical student organization programs; (iv) Electives that are engaging to students; (v) Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs; (vi) Dropout prevention programs and transition supports; (vii) Life skills classes; or (viii) Talented and gifted programs; or (D) Access to licensed educators with a library media endorsement

Administrative costs shall not exceed 5% or \$500,000, whichever is less, of Grantee’s total expenditures. Administrative costs may include (A) Ongoing community engagement; (B) costs associated with the administration of the grant.

Grantee must make satisfactory progress on Grantee’s Progress Markers and LPGT described in Exhibit B.

Grantee must periodically review its progress toward meeting Grantee’s Progress Markers and LPGT described in Exhibit B.

**Subsection 2. Charter School Relationships**

For each charter school applying for SIA Funds with the Grantee, please indicate the type of relationship you have: Either Fully Administered or Partially Administered.

Indicate Fully Administered if the Charter will be fully embedded within the Grantee’s Integrated Plan and Budget

Indicate Partially Administered if the Grantee will provide broad fiscal and monitoring oversight, but the Charter will act largely independently.

Charter School(s)		
HOLLA School	<input type="checkbox"/> Fully Administered	<input checked="" type="checkbox"/> Partially Administered
Multnomah Learning Academy	<input type="checkbox"/> Fully Administered	<input checked="" type="checkbox"/> Partially Administered
Reynolds Arthur Academy	<input type="checkbox"/> Fully Administered	<input checked="" type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered

For Fully Administered Charters, all reporting must be done through the Grantee’s reporting dashboard.

For Partially Administered Charters, the Grantee shall ensure that the Charter maintains its own Integrated Plan and Budget and reports progress separately on the Charter’s reporting dashboard.

**SECTION IV – REPORTING REQUIREMENTS**

Grantee must submit quarterly financial and performance progress reports as well as a final yearly report on the dates set forth in Section V. This reporting requirement shall survive termination of this Agreement.

**Financial Reports**

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency.

Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the performance period.

If Grantee does not use the Grant Funds for Allowable Project Costs Agency may exercise the remedies provided in Section 17 of this Grant, including without limitation deducting amounts from future disbursements of Grant Funds.

Any Grant Funds that are not used by Grantee by September 30 of each grant year, must be returned to Agency for deposit in the Student Investment Account.

### **Integrated Plan Performance Reporting**

The Agency will closely monitor and evaluate Grantee's progress towards its Progress Markers.

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its Integrated Plan activities to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. Reports include providing Progress Marker updates. The yearly report will be due no later than 60 days after the end of the performance period.

### **SIA Grant Monitoring**

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.

A Grant monitoring visit or call may cover a variety of topics at Agency's discretion including but not limited to: Grantee's compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; Integrated Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee's progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee's training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board.

Each grant recipient must conduct a performance review every four years as required by standards adopted in board rule.

**SECTION V – DISBURSEMENT and REPORTING PROVISIONS**

Agency will disburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a quarterly basis as outlined below:

<b>Disbursement Date</b>	<b>Quarterly Amount</b>
<b>July 1</b>	<b>25% of funds allocated</b>
<b>October 1</b>	<b>25% of funds allocated</b>
<b>January 1</b>	<b>25% of funds allocated</b>
<b>April 1</b>	<b>25% of funds allocated</b>

If this Grant is not fully executed by July 1, annually, the Agency will disburse the Grant Funds within 30 days of the Execution Date.

Agency will disburse the Grant Funds in quarterly disbursements in advance of expenditures, not on a reimbursement basis. While we encourage grantees to draw funds down following the schedule noted above, 100% of funds must be drawn down by June 30<sup>th</sup>, each year.

Grantee must submit its financial and performance progress reports by the following dates:

**October 31**

**January 31**

**April 30**

**November 30 (Annual Report)**

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee’s Financial Audit was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Second Quarterly Report.

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee’s Annual Report was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Annual Report.

Grantee must post its Annual Report to Grantee’s webpage.

## EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK REYNOLDS SD 7

### SECTION I – PROGRESS MARKERS FOR 2023-2025 BIENNIUM

The Progress Markers are a mechanism to support a developmental approach to evaluation with a focus on learning about the kinds of changes that happen from distinct investments. Grantees will provide updates toward these Progress Markers through the quarterly/annual reports. The following fifteen Progress Markers are arranged into three categories that represent the advancement in degree of change from minimum to profound as described and listed below:

- A. **“Start to See: Early Signs of Progress”** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?
- B. **“Gaining Traction: Intermediate Changes”** Based on your investments and activities, are you seeing any of these impacts?
- C. **“Profound Progress: Substantial and Significant Changes”** Based on your investments and activities, are any of these more transformational changes noticeable?

#### A. Start to See: Early Signs of Progress

1	Community engagement is authentic, consistent, and ongoing. The strengths that educators, students, families, focal groups, and tribal communities bring to the educational experience informs school and district practices and planning.
2	Equity tools are utilized in continuous improvement cycles, including the ongoing use of an equity lens or decision-tool that impacts policies, procedures, people/students, resource allocation, and practices that may impact grading, discipline, and attendance.
3	Data teams are formed and provided time to meet regularly to review disaggregated student data in multiple categories (grade bands, content areas, attendance, discipline, mental health, participation in advanced coursework, formative assessment data, etc.). These teams have open access to timely student data and as a result decisions are made that positively impact district/school-wide systems and focal populations.
4	Schools and districts have an accurate inventory of literacy assessments, tools, and curriculum being used, including digital resources, to support literacy (reading, writing, listening, and speaking). The inventory includes a review of what resources and professional development are research-aligned, formative, diagnostic, and culturally responsive.

**B. Gaining Traction: Intermediate Changes**

5	Two-way communication practices are in place, with attention to mobile students and primary family languages. Families understand approaches to engagement and attendance, literacy strategy, math vision, what “9th grade on-track” means, graduation requirements, access to advanced/college-level courses and CTE experiences, and approaches to supporting student well-being and well-rounded education.
6	Student agency and voice is elevated. Educators use student-centered approaches and instructional practices that shift processes and policies that actualize student and family ideas and priorities.
7	Action research, professional learning, data teams, and strengths-based intervention systems are supported by school leaders and are working in concert to identify policies, practices, or procedures informed by staff feedback to meet student needs, including addressing systemic barriers, the root-causes of chronic absenteeism, academic disparity, and student well-being. These changes and supports are monitored and adjusted as needed.
8	Comprehensive, evidence-informed, culturally responsive literacy plans, including professional development for educators, are documented and communicated to staff, students (developmentally appropriate), and families. Literacy plans and instruction are evaluated and adjusted to deepen students’ learning. Digital resources are being used with fidelity to advance learners’ engagement with instruction.
9	A review of 9th grade course scheduling, as it relates to on-track status for focal student groups, accounts for core and support core class placement . School staff ensure emerging bilingual students are enrolled in appropriate credit-bearing courses that meet graduation requirements.
10	Foundational learning practices that create a culturally sustaining and welcoming climate are visible. This includes practices that ensure safe, brave, and welcoming classrooms, schools and co/extracurricular environments. Strengths-based, equity-centered, trauma and SEL-informed practices are present and noticeable. Policies and practices prioritize health, well-being, care, connection, engagement, and relationship building. Multiple ways of being are supported through culturally affirming and sustaining practices for students, staff, and administrators.

**C. Profound Progress: Substantial and Significant Changes**

11	Schools strengthen partnerships with active community organizations and partners, including local public health, mental health, colleges, workforce development boards, employers, labor partners, faith communities, Tribal nations, and other education partners in order to collaboratively support students’ growth and well-being. Characteristics of strong partnerships include mutual trust and respect, strengths-based and collaborative approaches, clear communication around roles, and shared responsibilities and decision-making power.
12	Financial stewardship reflects high-quality spending with accurate and transparent use of state and federal funds in relationship to a comprehensive needs assessment, disaggregated data, and the priorities expressed by students, families, communities, business, and Tribal partners in resource allocation and review.
13	Students and educators experience a well-rounded and balanced use of assessment systems that help them identify student learning in the areas of the Oregon State Standards. Educators understand how to assess emerging multilingual students’ assets to inform gauging progress.
14	Policies, practices, and learning communities address systemic barriers. Schools and districts have a process to identify, analyze, and address barriers that disconnect students from their educational goals, impact student engagement or attendance, and/or impede students from graduating on-time or transitioning to

	their next steps after high school. Staff members are consistently engaging in action research, guided by student’s strengths and interests, to improve their practice and advance professional learning.
15	Schools create places and learning conditions where every student, family, educator and staff member is welcomed, where their culture and assets are valued and supported, and where their voices are integral to decision making. Instruction is monitored and adjusted to advance and deepen individual learners’ knowledge and understanding of the curriculum. Educators are empowered with agency and creativity. Communities are alive with visions, stories, and systems of vitality, wholeness, and sustainability.

**SECTION II – FINALIZED CO-DEVELOPED LPGTS**

The Longitudinal Performance Growth Targets (LPGTs) include baseline, stretch, and gap-closing targets for each of the common metrics. These targets center focal student groups while supporting public transparency and learning. Progress toward meeting these Longitudinal Performance Growth Targets will be included in the Annual Report. While all three types of targets are named in the Grant Agreement, ODE will review and consider when or if intervention is needed using only the Baseline and Gap-Closing Targets

Target Type	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Four Year Cohort Graduation</b>					
<b>Baseline Target: All Students</b>	<b>58.00%</b>	<b>59.20%</b>	<b>60.50%</b>	<b>63.00%</b>	<b>67.00%</b>
<b>Stretch Target: All Students</b>	<b>59.80%</b>	<b>62.00%</b>	<b>64.50%</b>	<b>67.00%</b>	<b>70.00%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>55.00%</b>	<b>57.00%</b>	<b>59.00%</b>	<b>62.50%</b>	<b>66.00%</b>
<b>Five Year Cohort Completion</b>					
<b>Baseline Target: All Students</b>	<b>66.60%</b>	<b>67.10%</b>	<b>68.10%</b>	<b>69.50%</b>	<b>72.00%</b>
<b>Stretch Target: All Students</b>	<b>67.30%</b>	<b>69.00%</b>	<b>71.00%</b>	<b>73.10%</b>	<b>75.10%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>67.10%</b>	<b>68.00%</b>	<b>70.00%</b>	<b>70.50%</b>	<b>72.00%</b>

<b>9th Grade on-Track</b>					
<b>Baseline Target: All Students</b>	<b>68.00%</b>	<b>71.20%</b>	<b>74.50%</b>	<b>77.50%</b>	<b>80.00%</b>
<b>Stretch Target: All Students</b>	<b>68.50%</b>	<b>72.00%</b>	<b>76.00%</b>	<b>79.50%</b>	<b>84.00%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>68.20%</b>	<b>71.70%</b>	<b>75.20%</b>	<b>78.10%</b>	<b>80.00%</b>
<b>3rd Grade ELA Proficiency</b>					
<b>Baseline Target: All Students</b>	<b>20.50%</b>	<b>25.00%</b>	<b>29.00%</b>	<b>31.00%</b>	<b>34.00%</b>
<b>Stretch Target: All Students</b>	<b>21.80%</b>	<b>26.00%</b>	<b>30.00%</b>	<b>32.00%</b>	<b>34.00%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>13.25%</b>	<b>18.00%</b>	<b>22.50%</b>	<b>26.50%</b>	<b>30.00%</b>
<b>Regular Attenders</b>					
<b>Baseline Target: All Students</b>	<b>49.50%</b>	<b>50.50%</b>	<b>51.00%</b>	<b>52.00%</b>	<b>52.50%</b>
<b>Stretch Target: All Students</b>	<b>50.00%</b>	<b>51.00%</b>	<b>51.50%</b>	<b>52.50%</b>	<b>53.00%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>46.50%</b>	<b>47.80%</b>	<b>49.00%</b>	<b>51.00%</b>	<b>52.20%</b>

**SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)**

Local optional metrics are designed to allow grantees to set and monitor metrics connected to outcomes they’ve described in their Integrated Plan.

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Local Optional Metrics</b>					
<b>Baseline Target: All Students</b>					
<b>Stretch Target: All Students</b>					
<b>Gap-Closing Target: All Focal Group Students</b>					

## **EXHIBIT C INSURANCE**

### **INSURANCE REQUIREMENTS**

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit C prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

### **COMMERCIAL GENERAL LIABILITY**

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

### **AUTOMOBILE LIABILITY INSURANCE**

**Required**  **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and

Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY**

**Required**  **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

**EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

**ADDITIONAL INSURED**

All liability insurance, except for Workers’ Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient’s activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient’s activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

**WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

1. Grantee/Recipient’s completion and Agency’s acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE**

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION**

The Grantee/Recipient or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW**

Grantee/Recipient agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

**STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Exhibit C.

**Additional Coverages That May Apply:**

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

Required  Not required

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

**Required**    **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.



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

To: Board of Directors

From: Holly Langan, Executive Director of Financial Services

**Subject: Construction Excise Tax**

Type:  Action Item       Report / Presentation

Policy: DE/DEB/DEC: Revenues from Private, State and Federal Sources

Date: December 13, 2023

**Connection to Strategic Plan Goal Topics:**

- Marginalized Students
- Culturally Responsive Teaching
- Student and Staff Wellness
- Professional Development

**Summary / Background:**

Passed in 2007, Senate Bill (SB) 1036 allows school districts to impose a tax on new construction measured by the square footage of improvements. SB 1036 defined and required revenues to be used for capital improvements. Construction taxes imposed by a school district must be collected by a local government by means of an intergovernmental agreement (IGA), which states the terms for collecting the tax. Construction taxes may be used for repayment of capital improvement debt, but may not be used for operations or staffing costs.

The Board is asked to increase the Construction Excise Tax and authorize staff to amend the IGAs with the cities of Fairview, Gresham, Troutdale and Wood Village as outlined by the Oregon Department of Revenue Indexing of School Construction Tax Limits as follows:

	<u>2008-09</u>	<u>2021-22</u>	<u>2023-24</u>
Residential	\$1.00	\$1.41	\$1.56
Non-Residential	\$0.50	\$0.70	\$0.78
*Non-Residential Max	\$25,000	\$35,200	\$39,100

\*(not to exceed per building permit or per structure, whichever is less)

**Previous Board Action:**

The Board approved Resolution 15.07-08 Imposition of Construction Excise Tax in June 2008. The Board also approved an increase in November 2021.

**Financial Implications:**

Increase in capital improvement dollars is estimated to be in excess of \$375,000 for 2023-2024.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board approve Resolution 2023-2024-010 Construction Excise Tax Limit and authorize the district to amend the existing IGAs with the cities of Fairview, Gresham, Troutdale and Wood Village.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



**RESOLUTION 2023-2024-010**  
**Construction Excise Tax Increase**  
**December 13, 2023**

WHEREAS, the District has a critical need to build new facilities and improve existing school facilities; and

WHEREAS, the Oregon Legislative Assembly passed Senate Bill 1036, authorizing school districts to impose construction excise taxes to fund capital improvements to school facilities; and

WHEREAS, pursuant to Section 5 of Senate Bill 1036 2007, the District has entered into an intergovernmental agreement with local government, local service district or special governmentbody collecting the tax; and

WHEREAS, pursuant to Section 5 of Senate Bill 1036 2007, this intergovernmental agreement establishes: (a) collection duties and responsibilities; (b) the specific school district account into which construction tax revenues are to be deposited and the frequency of such deposits; and (c) the amount of the administrative fee of less than 1% that the entity collecting the tax may retain to recoup its expenses in collecting the tax.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) The rates of tax, imposed only on improvements to real property that result in a new structure or additional square footage in an existing structure, with the exemptions outlined in Senate Bill 1036 are:
  - a) Amount not exceeding \$1 per square foot on structures or portions of structures intended for residential use, including, but not limited to single unit or multiple-unit housing; and (b) Amount not exceeding \$0.50 per square foot on structures or portions of structures intended for nonresidential use, not including multiple-unit housing of any kind.
- 2) In addition, a construction tax imposed on structures intended for nonresidential use will not exceed \$25,000 per building permit or \$25,000 per structure, whichever is less.
- 3) For years beginning on or after June 30, 2009, the tax rates stated in this resolution shall be adjusted for changes in construction costs. The Oregon Department of Revenue will determine the adjusted rate limitations and report to the district.
- 4) Beginning January 1, 2024, the Construction Excise Tax shall be increased and Intergovernmental Agreements amended with the cities of Fairview, Gresham, Troutdale, and Wood Village as follows:

Dollars Per Square Foot*	Fiscal Year			
	2020–21	2021–22	2022–23	2023–24
Residential*	\$1.39	\$1.41	\$1.45	\$1.56
Non-Residential*	\$0.69	\$0.70	\$0.72	\$0.78
Non-Residential Max	\$34,600	\$35,200	\$36,100	\$39,100

\*Source: Oregon Department of Revenue Indexing of School Construction Tax Limits (a [https://www.oregon.gov/ode/schools-anddistricts/grants/Documents/School%20Const%20 Tax%20FY% 202023%20Release.pdf](https://www.oregon.gov/ode/schools-anddistricts/grants/Documents/School%20Const%20Tax%20FY%202023%20Release.pdf))

- 5) The construction excise tax shall be assessed and collected pursuant to the provisions of Senate Bill 1036 2007.
- 6) This resolution takes effect on January 1, 2024

Adopted this 13<sup>th</sup> day of December 2023.

Signed:

Attest:

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Chair, Reynolds School Board

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Superintendent/Clerk



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

To: Board of Directors

From: Frank Caropelo, Superintendent

**Subject: Board Discussion and Reports**

Type:  Action Item  Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: December 13, 2023

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**Connection to Strategic Plan Goal Topics:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students      | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development       |

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**Summary / Background:**

- A. Individual Board Member Reports or Announcements
- B. Upcoming Board Meetings
  - a. Work Session: January 10, 2024
  - b. Business Meeting: January 24, 2024
- C. Board Discussion

**Previous Board Action:**

Not Applicable.

**Financial Implications:**

Not Applicable.

**Motion:**

Not Applicable.

To: Board of Directors

From: Frank Caropelo, Superintendent

**Subject: Adjournment of Meeting**

Type:  Action Item  Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: December 13, 2023

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**Connection to Strategic Plan Goal Topics:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Marginalized Students      | <input checked="" type="checkbox"/> Culturally Responsive Teaching |
| <input checked="" type="checkbox"/> Student and Staff Wellness | <input checked="" type="checkbox"/> Professional Development       |

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**Summary / Background:**

The Board Chair will adjourn the meeting.

**Previous Board Action:**

Not Applicable.

**Financial Implications:**

Not Applicable.

**Motion:**

Not Applicable.