



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**

May 22, 2024

6:00 PM

Building I, Edgefield Campus

2408 SW Halsey Street

Troutdale, Oregon 97060

I.	5:30p - Executive Session	3
	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	4
	A. Roll Call	
	B. Consider Approval of the May 22, 2024 Agenda	
	C. Pledge of Allegiance	
	D. Land Acknowledgement	5
	E. Mission and Vision	6
III.	6:10p - RHS Choir Performance	7
IV.	6:25p - Recognition	8
	A. Student Recognition	9
	B. Volunteer/Community Partner Recognition	10
	C. Staff Recognition	11
	D. Years of Service Recognition	
	E. Resolution 2023-2024-027 LGBTQ2SIA+ Pride Month	12
	F. Resolution 2023-2024-028 National Immigrant Heritage Month and World Refugee Day	13
V.	6:45p - High School Student Report	14
VI.	6:50p - Public to be Heard	15
	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.	
VII.	7:10p - Bargaining Group Updates	16
VIII.	7:20p - Presentation to the Board	
	A. Postponement of K-12 Science Instructional Materials	17
IX.	7:30p - Superintendent's Reports	22
	A. Announcements/Reports	

	B. Financial Report	23
	C. Enrollment Report	25
	D. Communications Report	29
X.	7:50p - Consent Agenda	36
	A. Approval of Personnel Order	
	B. Approval of Prior Meeting Minutes	37
	C. Intergovernmental Agreement with David Douglas for Early Intervention/Early Childhood Special Education Services (EI/ECSE) Intake and Evaluation Team	57
	D. Stronger Connections Grant Acceptance	68
	E. MOU with REA: Mentor Program	101
	F. MOU with REA: Teaching Training	105
	G. Policy Updates (second reading and approval)	108
	H. Postponement of K-12 Science Instructional Materials	161
	I. Resolutions 2023-2024 -027 and -028	162
XI.	7:55p - Board Announcements and Discussion	163
	A. Individual Board Members - Announcements and Reports	
	B. Upcoming Board Meetings	
XII.	8:10p - Adjourn	164



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To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Executive Session

Type: Action Item Report / Presentation

Policy: BDC: Executive Session

Date: May 22, 2024

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 meet in 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.



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To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Call to Order

Type: Action Item Report / Presentation

Policy: BDDF: Conduct of Board Meetings

Date: May 22, 2024

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

Motion to Approve Agenda:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the May 22, 2024 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: RHS Choir Performance

Type: Action Item Report / Presentation

Policy: BD/BDA: Board Meetings

Date: May 22, 2024

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:

Choir students from RHS will perform.

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: Recognition

Type: Action Item Report / Presentation

Policy: KAA: Community Relations

Date: May 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

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

- Student Recognition: Madina Naseri, HB Lee Middle School
- Staff Recognition: Celia Ortiz, Language Services
- Community Partner / Volunteer Recognition: PSU Friendtorship Program at Walt Morey Middle School

The Board will read the following resolutions:

- A. Resolution 2023-2024-027 LGBTQ2SIA+ Pride Month
- B. Resolution 2023-2024-028 National Immigrant Heritage Month and World Refugee Day

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



Reynolds School Board

STUDENT RECOGNITION

May 2024

9

Madina Naseri





Reynolds School Board

COMMUNITY PARTNER RECOGNITION

May 2024

10

PSU Friendtorship Program





Reynolds School Board
STAFF RECOGNITION

April 2024

11

Celia Ortiz





RESOLUTION 2023-2024-027

PROCLAIMING THE CELEBRATION OF LGBTQ2SIA+ PRIDE MONTH

WHEREAS, June has historically become a symbolic month in America in which LGBTQ2SIA+ persons and allies come together in various celebrations of pride to support the community’s right to live their lives out loud; and

WHEREAS, LGBTQ2SIA+ people in the United States have fought for equitable rights, treatment, dignity, and respect;

WHEREAS, despite being marginalized throughout the history of the United States, LGBTQ2SIA+ people in the United States continue to celebrate their identities, love, and contributions in various expressions of Pride;

WHEREAS, Reynolds School District is committed to supporting dignity, equity, and visibility for all people in the community; and

WHEREAS, many residents, students, family members, and school personnel are part of the LGBTQ2SIA+ community and they contribute greatly to the enrichment of our community; and

WHEREAS, although advancements have been made with respect to equitable treatment of LGBTQ2SIA+ persons, LGBTQ2SIA+ persons still face discrimination simply for being who they are, thus making it important for all districts and communities to stand up and show support for all our students, staff, and families; and

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School Board of Directors proclaims June as LGBTQ2SIA+ Pride Month.

BE IT FURTHER RESOLVED, the Board supports policies, practices, and curriculum that support a safe and affirming space for all stakeholders and honor and respect lesbian, gay, bisexual, transgender, queer, two-spirit, intersex or asexual students, families, and staff as well as those whose identities extend beyond the LGBTQ2SIA+ spectrum.

Adopted this 22nd day of May 2024.

Signed:

Attest:

Chair, Reynolds School Board of Directors

12 Superintendent of Schools / Clerk



RESOLUTION 2023-2024-028

**PROCLAIMING THE RECOGNITION OF NATIONAL IMMIGRANT HERITAGE MONTH
AND WORLD REFUGEE DAY**

WHEREAS, Immigrant Heritage Month is a celebration of culture, identity and diversity. It is an inclusive platform where all individuals are celebrated, regardless of where they are from or how long they have lived in the United States. Immigrant Heritage Month is also a reminder of the countless contributions made by immigrants to our communities and culture for hundreds of years; and

WHEREAS, the United Nations General Assembly designated June 20th as World Refugee Day to honor the innate courage, resilience, and determination of millions of refugees worldwide who have been forced to flee their homes due to conflict, persecution, or natural disasters; and

WHEREAS, World Refugee Day provides an opportunity for us to raise awareness about the plight of refugees and to express solidarity with them, recognizing their contributions to our societies and reaffirming our commitment to protecting their rights and ensuring their well-being; and

WHEREAS, both immigrants and refugees have had an extraordinary influence on the Reynolds School District in every aspect of history and culture, including literature, art, music, cuisine, customs and more; and

WHEREAS, immigrant and refugee communities from diverse backgrounds with a variety of skills, abilities and experiences have enriched the fabric of Reynolds' vibrant cultural tapestry; and

BE IT FURTHER RESOLVED THAT, the Reynolds School Board recognizes June 2024 as Immigrant Heritage Month and June 20 as World Refugee Day and hereby reaffirms its commitment to uphold the celebration, safety, health, and well-being of immigrants, refugees, and internally displaced persons.

Adopted this 22nd day of May 2024.

Signed:

Attest:

Chair, Reynolds School Board of Directors

Superintendent of Schools / Clerk

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: May 22, 2024

Connection to Strategic Plan Goal Topics:

Marginalized Students

Culturally Responsive Teaching

Student and Staff Wellness

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.



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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: May 22, 2024

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.



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To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Bargaining Group Updates

Type: Action Item Report / Presentation

Policy: BD/BDA: Board Meetings

Date: May 22, 2024

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.

To: Board of Directors

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

Subject: Postponement of K-12 Science Instructional Materials

Type: Action Item Report / Presentation

Policy: IIA: Instructional Resources/Instructional Materials

Date: May 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

In the fall of the 2023-2024 school year, the Oregon Department of Education (ODE) released the approved list of instructional materials required by ORS 337.120 (district school board adoption of list and use of approved textbooks and instructional materials) for K-12 Science.

Schools districts have the option to postpone the adoption of instructional materials (OAR 581-022-2360) for a given core subject area for up to two years. In order to postpone the adoption, a school district must submit an application to ODE with Board approval.

An approved postponement by both the District's school board and the ODE also waives OAR 581-022-2355 (instructional materials adoption) requirements for up to two years.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.

A black and white photograph of a graduation ceremony. Graduates in white gowns and caps are seated in rows of chairs, viewed from behind. The image is partially obscured by a large green graphic element on the right side of the page.

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Science Adoption¹⁸ Update

May 22, 2024

State Timelines

- State Adoption Year: 2023-24
- Waiver allows up to 2 years for completion of the adoption process
- The district must submit an application and must have board approval for the postponement

2024-25 School Year

- We will be forming an adoption committee in the 2024-25 school year to explore the state-approved Open Science Educational Resources
- Bring together a committee to review in partnership with East Metro STEAM Hub, MESD, NWRegESD
- Developing integrated units to align science standards and units into the core ELA curriculum K-5



Thank You



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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: May 22, 2024

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. Superintendent Report – Frank Caropelo
- b. Financial Report – Frank Caropelo and Holly Langan
- 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 April 30, 2024

				1	2		3	4 (=2 + 3)	5 (=4 - 1)
RESOURCES	2020–2021 Actuals	2021–2022 Actuals	2022–2023 Actuals	FY24 Adopted	FY24	% of	Add: Rev / Exp	FY24	Budget to Forecast
				Budget	YTD Actuals	Budget	Projections	Forecasted Balance	Variance Fav / (Unfav)
Operating Revenues									
State School Fund	\$ 100,150,364	\$ 102,592,166	\$ 96,170,190	\$ 107,612,357	\$ 93,315,483	86.71%	\$ 9,635,000	\$ 102,950,483	\$ (4,661,874)
Other State School Fund	30,129,098	30,646,272	32,806,224	35,595,834	\$ 32,088,539	90.15%	\$ 2,300,000	\$ 34,388,539	(1,207,295)
State School Fund Formula	130,279,462	133,238,438	128,976,414	143,208,191	125,404,022	87.57%	11,935,000	137,339,022	(5,869,169)
Local Sources	1,456,682	1,777,584	3,022,599	4,925,499	1,571,525	31.91%	\$ 750,000	\$ 2,321,525	(2,603,974)
Intermediate Sources	540,000	700,000	700,000	2,065,727	2,000,000	96.82%	\$ -	\$ 2,000,000	(65,727)
State Sources	1,471,310	2,793,866	2,590,394	2,600,000	-	0.00%	\$ 856,000	\$ 856,000	(1,744,000)
Federal Sources	74,450	31,401	42,995	60,000	275,095	458.49%	\$ 13,300	\$ 288,395	228,395
Other Sources	1,232,761	215,987	155,626	-	-	-	\$ -	\$ -	-
All Other Sources	4,775,203	5,518,837	6,511,613	9,651,226	3,846,620	39.86%	1,619,300	5,465,920	(4,185,306)
Total Operating Revenues	\$ 135,054,665	\$ 138,757,276	\$ 135,488,027	\$ 152,859,417	\$ 129,250,642	84.56%	\$ 13,554,300	\$ 142,804,942	\$ (10,054,475)
Beginning Fund Balance	18,958,789	24,654,907	37,766,147	41,519,249	26,681,850	64.26%	0	26,681,850	(14,837,399)
TOTAL RESOURCES	\$ 154,013,454	\$ 163,412,182	\$ 173,254,174	\$ 194,378,666	\$ 155,932,492	80.22%	\$ 13,554,300	\$ 169,486,792	\$ (24,891,874)
REQUIREMENTS BY OBJECT									
Operating Expenditures									
	By Object								
Salaries	\$ 60,416,368	\$ 63,390,945	\$ 70,161,704	\$ 79,532,650	\$ 52,544,876	66.07%	\$ 22,536,726	\$ 75,081,602	\$ 4,451,048
Associated Payroll Costs	35,909,687	32,142,962	34,264,947	37,755,098	26,512,005	70.22%	\$ 11,487,365	\$ 37,999,370	(244,272)
Purchased Services	21,316,076	22,183,942	27,991,765	25,765,740	\$ 20,366,197	79.04%	\$ 8,086,277	\$ 28,452,474	(2,686,734)
Supplies and Materials	4,667,042	4,141,683	8,434,821	7,604,112	\$ 3,601,681	47.36%	\$ 1,651,725	\$ 5,253,407	2,350,705
Capital Outlay	2,027,423	461,200	1,297,508	1,383,500	\$ 192,121	13.89%	\$ 734,090	\$ 926,211	457,289
Other Objects	1,495,186	1,561,953	1,719,446	1,701,727	\$ 1,973,255	115.96%	\$ 48,949	\$ 2,022,204	(320,477)
Transfers	3,526,765	1,763,350	2,702,133	1,846,250	1,781,250	96.48%	\$ 65,000	\$ 1,846,250	-
Total Operating Expenditures	\$ 129,358,547	\$ 125,646,035	\$ 146,572,324	\$ 155,589,077	\$ 106,971,385	68.75%	\$ 44,610,131	\$ 151,581,517	\$ 4,007,560
Contingencies				29,070,656		0.00%			29,070,656
Unappropriated Ending Fund Balance				9,718,933		0.00%			9,718,933
TOTAL REQUIREMENTS	\$ 129,358,547	\$ 125,646,035	\$ 146,572,324	\$ 194,378,666	\$ 106,971,385	55.03%	\$ 44,610,131	\$ 151,581,517	\$ 42,797,149
Ending Fund Balance	\$ 24,654,907	\$ 37,766,147	\$ 26,681,850					\$ 17,905,276	
REQUIREMENTS BY FUNCTION									
Operating Expenditures									
	By Function								
Instruction	\$ 79,378,852	\$ 75,949,684	\$ 86,050,467	\$ 90,515,987	\$ 60,770,415	67.14%	\$ 27,403,345	\$ 88,173,760	\$ 2,342,227
Support Services	45,844,717	47,568,680	57,463,765	62,861,781	\$ 44,112,679	70.17%	\$ 17,103,559	\$ 61,216,239	1,645,542
Enterprise and Community Services	408,213	164,321	155,960	165,059	\$ 107,041	64.85%	\$ 38,227	\$ 145,268	19,791
Facilities Acquisition and Construction	-	-	-	-	\$ -	-	\$ -	\$ -	-
Other Uses	3,726,765	1,963,350	2,902,132	2,046,250	1,981,250	96.82%	\$ 65,000	\$ 2,046,250	-
Total Operating Expenditures	\$ 129,358,547	\$ 125,646,035	\$ 146,572,324	\$ 155,589,077	\$ 106,971,385	68.75%	\$ 44,610,131	\$ 151,581,517	\$ 4,007,560
Contingencies				29,070,656		0.00%			29,070,656
Unappropriated Ending Fund Balance				9,718,933		0.00%			9,718,933
TOTAL REQUIREMENTS	\$ 129,358,547	\$ 125,646,035	\$ 146,572,324	\$ 194,378,666	\$ 106,971,385	55.03%	\$ 44,610,131	\$ 151,581,517	\$ 42,797,149
Ending Fund Balance	\$ 24,654,907	\$ 37,766,147	\$ 26,681,850					\$ 17,905,276	
Ending Fund Balance % of Revenue	16.01%	23.11%	15.40%					10.56%	

General Fund 2023–2024 Financial Summary at April 2024			General Fund 2024–2025 Beginning Budget Assumptions	
RESOURCES	FY24 Adopted Budget	FY24 Forecasted	FY25 Resources	Approved Budget with April Forecast
Operating Revenues				
State School Fund Formula	143,208,191	137,339,022	137,694,485	Second year of biennium, so 49-51 split is 1.02 x FY23
Local Sources	4,925,499	2,321,525	2,465,500	Rentals, fees, interest, grant indirect
Intermediate Sources	2,065,727	2,000,000	1,500,000	This is mostly ESD apportionment
State Sources	2,600,000	856,000	2,600,000	High Cost Disability
Federal Sources	60,000	288,395	75,000	JROTC and FEMA
All Other Sources	9,651,226	5,465,920	6,640,500	
Total Operating Revenues	\$ 152,859,417	\$ 142,804,942	\$ 144,334,985	Total FY25 NEW Revenue
Beginning Fund Balance	41,519,249	26,681,850	17,905,276	This is prior year ending fund balance estimate
TOTAL RESOURCES	\$ 194,378,666	\$ 169,486,792	\$ 162,240,261	Total FY25 Resources
REQUIREMENTS BY OBJECT	FY24 Adopted Budget	FY24 Forecasted	FY25 Requirements	Approved Budget with April Forecast
Operating Expenditures				
Salaries	\$ 79,532,650	\$ 75,081,602	80,348,630	1,099.52 FTE; step plus 5%
Associated Payroll Costs	37,755,098	37,999,370	40,513,082	Estimated costs on payroll above
Purchased Services	25,765,740	28,452,474	23,629,716	Includes ESS subs, Charter School Payments, SPED/nurses, utilities, fuel, etc
Supplies and Materials	7,604,112	5,253,407	4,762,335	FY24 includes textbook adoption, but keeping steady given inflation costs
Capital Outlay	1,383,500	926,211	230,000	This is primarily bus replacement
Other Objects	1,701,727	2,022,204	2,026,237	This includes 10% increase for liability insurance; QZAB principal payments
Transfers	1,846,250	1,846,250	1,781,250	Capital projects, Early Retirement, Nutrition Services
Total Operating Expenditures	\$ 155,589,077	\$ 151,581,517	\$ 153,291,250	Total FY25 Operating Requirements
Contingencies	29,070,656			Note no contingencies added here
Unappropriated Ending Fund Balance	9,718,933		8,949,011	Unappropriated Balance (must be 5% of budgeted Resources; \$8,112,000)
TOTAL REQUIREMENTS	\$ 194,378,666	\$ 151,581,517	\$ 162,240,261	Total FY25 Requirements
Ending Fund Balance		\$ 17,905,276	\$ (0)	Balance

Elementary Enrollment By Classroom

School	Kinder	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade		Total	Variance	
									Proj	Diff
Alder	16	19	15	22	21	26			Alder	
	12	20	16	19	17	26				
Dual Language	22	24	22	26	28	27				
Total	50	63	53	67	66	79		378	342	36
# of Classes	3	3	3	3	3	3		18		
Average Class Size	16.67	21.00	17.67	22.33	22.00	26.33				
Davis	19	14	21	16	16	25			Davis	
	21	18	21	15	19	24				
		17	22	14	17	19				
		17								
Total	40	66	64	45	52	68		335	362	-27
# of Classes	2	4	3	3	3	3		18		25
Average Class Size	20.00	16.50	21.33	15.00	17.33	22.67				
Fairview	16	16	24	15	18	15			Fairview	
	16	17	23	15	16	17				
	15	16		16	19	17				
STEP	3	4	3	2	2	3				
Total	50	53	50	48	55	52		308	278	30
# of Classes	3	3	2	3	3	3		17		
Average Class Size	16.67	17.67	25.00	16.00	18.33	17.33				
Glenfair	18	20	19	22	24	23			Glenfair	
	18	19	21	22	25	21				
	17	20	19	22	25	23				
	17	20	21			21				
Total	70	79	80	66	74	88		457	404	53
# of Classes	4	4	4	3	3	4		22		
Average Class Size	17.50	19.75	20.00	22.00	24.67	22.00				

Hartley	19	18	20	21	20	18			Hartley	
	19	16	21	21	20	20				
	18	18	21	21		18				
Total	56	52	62	63	40	56		329	296	33
# of Classes	3	3	3	3	2	3		17		
Average Class Size	18.67	17.33	20.67	21.00	20.00	18.67				
Margaret Scott	22	17	18	20	16	17			Margaret Scott	
	20	17	18	21	16	19				
	21	16	18	21	18	19				
Total	63	50	54	62	50	55		334	294	40
# of Classes	3	3	3	3	3	3		18		
Average Class Size	21.00	16.67	18.00	20.67	16.67	18.33				
Salish Ponds	17	19	16	19	23	18			Salish Ponds	
	17	19	18	19	23	18				
	18	20	18	19	24	19				
Total	52	58	52	57	70	55		344	298	46
# of Classes	3	3	3	3	3	3		18		
Average Class Size	17.33	19.33	17.33	19.00	23.33	18.33				
Sweetbriar	15	21	21	19	27	23			Sweetbriar	
	16	21	19	20	24	23				
	15									
Total	46	42	40	39	51	46		264	236	28
# of Classes	3	2	2	2	2	2		13		
Average Class Size	15.33	21.00	20.00	19.50	25.50	23.00				

Troutdale	19	20	18	19	21	19			Troutdale	
	17	21	19	19	22	22				
	18	19	18	20	8	15	Split Class			
Life Skills	2	4	6	5	2	2				
Total	56	64	61	63	53	58		355	347	8
# of Classes	3	3	3	3	2.5	2.5		17		
Average Class Size	18.67	21.33	20.33	21.00	21.20	23.20				
27										
Wilkes	21	21	20	18	20	19			Wilkes	
	22	23	20	17	20	17				
	23	22	20	18	20	19				
			20	18	19	18				
Life Skills	3	6	2	3	2	5				
Total	69	72	82	74	81	78		456	439	17
# of Classes	3.0	3.0	4	4	4	4		22		
Average Class Size	23.00	24.00	20.50	18.50	20.25	19.50				
27										
Woodland	17	18	20	18	24	21			Woodland	
	15	19	21	18	21	24				
	17	18	21	18	24	26				
	19									
Life Skills	3	4	5	3	5	10				
Total	71	59	67	57	74	81		409	387	22
# of Classes	4	3	3	3	3	3		19		
Average Class Size	17.75	19.67	22.33	19.00	24.67	27.00				
									Proj	Diff
Elem Total	623	658	665	641	666	716		3969	3683	286
Total # of Classes	34.00	34.00	33.00	33.00	31.50	33.50				
Total Average Class Size	18.32	19.35	20.15	19.42	21.14	21.37				

Secondary Enrollment By Grade Level										
School	6th	7th	8th	9th	10th	11th	12th	Total	Variance	
	Grade		Proj	Diff						
HB Lee MS	233	228	214					675	638	37
Reynolds MS	230	248	263					741	777	-36
Walt Morey MS	173	177	182					532	550	-18
RHS + Middle College				651	607	500	527	2285	2711	-426
RLA				1	56	69	98	224	200	24
									Proj	Diff
Secondary Total	636	653	659	652	663	569	625	4457	4876	-419
Elementary Total								3969	3683	
Total Reynolds:								8426	8559	-133

Charter School Enrollment Report										
School	Kinder	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th - 8th Grades	Total	Variance	
									Proj	Diff
Arthur Academy	27	31	27	29	27	28		169	175	-6
Rockwood Prep	68	62	61	60	49	48		348	372	-24
MLA	48	48	48	46	48	48	278	564	575	-11
HOLLA	18	20	20	20				78	56	22
									Proj	Diff
Charter Total	161	161	156	155	124	124	278	1159	1178	-19
Total Reynolds and Charters:								9,585	9,737	-152



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Superintendent Report: Communications

Steve Padilla, Director of Communications

May 22, 2024

RSD

Communications

Activities in June



- Attending RHS and RLA graduation ceremonies;
- Attending year end school activities to post on social media;
- Conduct media interviews as appropriate;
- Helping parents secure volunteer status for year end school activities;



RSD Social Media in June

Social Media Activities

- RHS/RLA Graduations!
- LGBTQ Pride Month
- National Caribbean-American Heritage Month
- Father's Day – 16th
- Juneteenth – 19th

Award-winning Sabes que – Did You Know!

- We conducted a podcast with the Directors of Schools!
- We will evaluate what subjects have been discussed and what would be good subjects for the upcoming school year;
- Our Podcasts can be found on Amazon Music, Spotify, iHeartRadio, Pandora and Apple Podcasts!

34





Questions?



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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: May 22, 2024

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. Intergovernmental Agreement with David Douglas for Early Intervention/Early Childhood Special Education Services (EI/ECSE) Intake and Evaluation Team
- D. Stronger Connections Grant Acceptance
- E. MOU with REA: Mentor Program
- F. MOU with REA: Teacher Training
- G. Policy Updates (second reading and approval)
- H. Postponement of K-12 Science Instructional Materials
- I. Resolutions 2023-2024 -027 and -028.

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



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

April 24, 2024

6:00 PM

Building I, Edgefield Campus

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

- Chair Ana Gonzalez Muñoz called the April 24, 2024 Business Meeting to order at 6:04p.

A. Roll Call

B. Consider Approval of the April 24, 2024 Agenda

I move that the Board approve the April 24, 2024 Business Meeting agenda as presented. This motion, made by Patty Carrera 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

- Read into the record by Chair Ana Gonzalez Muñoz.

III. 6:10p - Recognition

A. Student Recognition

B. Staff Recognition

C. Volunteer/Community Partner Recognition

D. Resolution 2023-2024-022 Asian-American and Pacific Islander Heritage Month

- Read into the record by Director Patty Carrera.

E. Resolution 2023-2024-023 Jewish-American Heritage Month

- Read into the record by Director Michael Reyes.

F. Resolution 2023-2024-024 Teacher Appreciation Week

- Read into the record by Director Joyce Rosenau.

G. Resolution 2023-2024-025 Recognition of School Nutrition Heroes

- Read into the record by Director Cayle Tern.

H. Resolution 2023-2024-026 National School Nurse Week

- Read into the record by Director Francisco Ibarra.

IV. 6:35p - High School Student Report

V. 6:40p - Public to be Heard

Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.

VI. 7:00p - Bargaining Group Updates

VII. 7:10p - Presentation to the Board

A. Public Hearing: Charter Renewal for Rockwood Prep

B. Public Hearing: Charter Renewal for Arthur Academy

VIII. 7:45p - Superintendent's Reports

A. Announcements/Reports

B. Financial Report

C. Enrollment Report

D. Communications Report

IX. 8:00p - Consent Agenda

I move that the Board approve all the Consent Agenda items as presented. This motion, made by Cayle Tern and seconded by Aaron Muñoz, Passed.

Yea: 7, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. Early Literacy Grant Acceptance

D. Policy KGBB (second reading and approval)

E. Approval of Certified Staff Calendars and Student Calendars for SY 2024-2025

F. IGA with Salem-Keizer for Transportation

G. OSEA Summer School MOU

H. REA Summer School MOU

I. RHS Field Trip: Speech and Debate Trip to Monmouth, OR

J. Resolutions 2023-2024 -22 to -026

X. 8:05p - Action Items

A. Arthur Academy Renewal

I move that the Board approve the charter renewal for Arthur Academy and direct staff to commence the contract negotiation process with ongoing review and guidance from the Board. This motion, made by Francisco Ibarra and seconded by Aaron Muñoz, Passed.

Yea: 7, Nay: 0

B. Rockwood Prep Renewal

I move that the Board approve the charter renewal for KNOVA Learning Oregon, doing business as Rockwood Preparatory Academy and direct staff to commence the contract negotiation process with

ongoing review and guidance from the Board. This motion, made by Aaron Muñoz and seconded by Cayle Tern, Passed.

Yea: 7, Nay: 0

XI. 8:15p - Board Announcements and Discussion

A. Individual Board Members - Announcements and Reports

B. Upcoming Board Meetings

XII. 8:30p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the April 24, 2024 meeting at 7:49p.



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**Reynolds School District
Board of Education Budget Committee Meeting
Meeting Minutes**

May 2, 2024

6:00 PM

Building I, Edgefield Campus

Present: Aaron Muñoz, Joyce Rosenau, Michael Reyes, Cayle Tern, Patty Carrera, Ana Gonzalez Muñoz, Francisco Ibarra, William Ohle, Thatcher Green, Victoria Rizzo, Catherine Nicewood, Margaret Breithuapt

Absent: Kim Richmond

I. 6:00p - Call to Order - Board Chair

- Board Chair Ana Gonzalez Muñoz called the May 2, 2024 Budget Committee Meeting to order at 6:00p.

A. Land Acknowledgement

- Director Michael Reyes read the Land Acknowledgement into the record.

B. Roll Call / Introductions

II. 6:10p - Elect Budget Committee Chair - Board Chair

I nominate Michael Reyes as the Chair of the Budget Committee. This motion, made by Joyce Rosenau and seconded by Cayle Tern, Passed.

Yea: 12, Nay: 0

III. 6:15p - Elect Budget Committee Vice Chair - Budget Committee Chair

I nominate William Ohle as the Vice-Chair of the Budget Committee. This motion, made by Ana Gonzalez Muñoz and seconded by Cayle Tern, Passed.

Yea: 12, Nay: 0

IV. 6:20p - Budget Message - Superintendent Frank Caropelo

V. 6:30p - Budget Presentation - Executive Director of Financial Services Holly Langan

VI. 6:50p - Questions from the Budget Committee

VII. 7:15p - Recess to Next Scheduled Budget Committee Meeting - May 9, 2024 at 6:00p

- Budget Committee Chair Michael Reyes recessed the Budget Committee Meeting at 7:36p.



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**Reynolds School District
Board of Education Work Session
Meeting Minutes
May 8, 2024
6:00 PM
Building I, Edgefield Campus**

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

I. 6:00p - Call to Order

- Vice Chair Aaron Muñoz called the May 8, 2024 Work Session to order at 6:00p.

A. Roll Call

B. Land Acknowledgement

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

II. 6:05p - Policy Updates

III. 6:30p - Adjourn

- Vice Chair Aaron Muñoz adjourned the May 8, 2024 Work Session at 6:22p.

**Reynolds School District
Board of Education Budget Committee Meeting
Meeting Minutes**

May 9, 2024

6:00 PM

Building I, Edgefield Campus

Present: Joyce Rosenau, Michael Reyes, Patty Carrera, Francisco Ibarra, William Ohle, Thatcher Green, Victoria Rizzo, Catherine Nicewood, Kim Richmond, Margaret Breithuapt

Absent: Aaron Muñoz, Cayle Tern, Ana Gonzalez Muñoz

I. Call to Order

- Budget Committee Chair Michael Reyes called the May 9, 2024 Budget Committee Meeting to order at 6:02p.

A. Land Acknowledgement

- Director Francisco Ibarra read the Land Acknowledgement into the record.

B. Roll Call

II. Public Comment

III. Questions and Answers

- Question 1: How is this reflective in the classroom?
 - Class sizes will average 24 in K-2nd grade and 28 in 3rd-5th grade
- Question 6: Is this a new item?
 - No, longevity pay has been part of bargaining contracts for years.
- Question 7: What grants would cover capital projects?
 - Working to secure the PCEF grant from Portland for Alder, Glenfair, and Margaret Scott
- Question 9: How had the number of students riding buses changed?
 - There was a big drop during COVID and then there was a shortage of drivers for the last few years. This year we have been able to add back 4 routes and are fully staffed. Ridership is going back up.
- Question 9: What is the condition of the buses?
 - We have been steadily replacing buses for the last few years so the buses are in good shape and we can go a year without any new replacements. We also now have 4 vans for McKinney Vento students instead of paying for taxis.
- Question 21: Why are there salaries with no FTE listed?
 - These funds are for coaching stipends and extra duty pay for current staff, not additional positions.

- Question 25: Are we losing the athletic director?
 - No this position is both an AP and athletic director, funding from 2410.
- Question 33: ELL staffing is 56 in total. 51 are in general fund and the other 5 are in intensive coaching.
- Question 39: What happened to the \$1.5 that was budgeted?
 - These funds were never spent. This number was the adopted budget amount, not the actuals for the year.
- Question 48: The COO position is funded from various operations departments.
- Question 53: Are we losing anything with the elimination of the volunteer position?
 - We added an automated program that runs the background checks for volunteers instead of an employee running them manually.
- Question 56: Summer School grant for \$1.5 million was given by ODE. It will be added to the approved budget.
- Question 59: Why are all the stipends in this one spot?
 - When the positions were added to the system, there was a discrepancy in what was carried over. Any missed stipends were added to this object.
- Question 60: What grants have FTE?
 - SIA, Early Learning, High School Success, Measure 98, Title Funding
- Question 70: Do we have 1:1 devices?
 - Middle Schools have class carts. High Schools are 1:1. Each new incoming 9th grader will get a device that they will keep.

IV. Action Items

A. 2023-2024 Proposed Budget / Budget Resolution

BE IT MOVED, that the Budget Committee of Multnomah County School District (Reynolds School District) #7 hereby approves the 2024-25 "Proposed" budget in the total sum of \$238,097,556 now on file in the District Administration Office. BE IT MOVED, that the requirements for the fiscal year beginning July 1, 2024, and for the purposes shown below are hereby approved to be appropriated, provided however, that the sum of the appropriations is limited to the available resources. The totals for each fund are as follows: Total General Fund \$ 162,883,907; Total State and Local Programs \$ 43,770,294; Total G.O. Bonds \$ 25,640,000; Total Capital Projects Fund \$ 5,803,355; Total Funds \$ 238,097,556. This motion, made by Patty Carrera and seconded by Victoria Rizzo, Passed.

Yea: 10, Nay: 0

B. Tax Levy Resolution

BE IT MOVED, that the Budget Committee of Multnomah County School District (Reynolds School District) #7 hereby approves the 2024-25 "Proposed" budget in the total sum of \$238,097,556 and that the permanent tax rate of \$4.4626 per \$1,000 of assessed value be levied upon all taxable property within the District. BE IT FURTHER MOVED, that the tax of \$12,200,000 be levied upon all taxable property and categorized as education within the District to retire a portion of the District's long-term bonded debt obligation. Levy Within Tax Base (Permanent Rate) \$4.4626. Levy for Bonded Debt (excluded from all limitations) \$12,200,000. This motion, made by Joyce Rosenau and seconded by Francisco Ibarra, Passed.

Yea: 10, Nay: 0

V. Adjourn

- Budget Committee Chair Michael Reyes adjourned the May 9, 2024 Budget Committee Meeting at 7:18p.

BUDGET COMMITTEE QUESTIONS

May 9, 2024



1. Where are we seeing the most significant cuts in the budget?

The majority of the cuts were to licensed staffing (81 FTE), administrative positions (12 FTE), and in the discretionary and non-staff funds. Within the licensed staff, eliminated positions were largely limited to district level TOSA positions, instructional coaches, and a reduction of ELD teachers. Additionally, we reduced or eliminated non-staff items like supplies and materials, travel, outside contracts, and food purchases.

2. What did we budget for the new law regarding classified staff applying for unemployment during breaks?

We budgeted for claims for 50% of eligible staff.

3. The Instructional Technology budget was significantly cut. Did we cut tech support?

No. The positions cut from the Instructional Technology budget were TOSAs. Those staff members have been reassigned to classroom roles. The tech support positions are in function 2260: Technology Services.

4. The Middle School Extra Curricular function (1122) is zeroed out. Will there be middle school sports this year?

Yes. Funding for middle school sports has been moved to Title IV, funded at \$170,000.

5. What is budgeted in the “rentals and leases” line in Function 2529 (page 48)?

This is a copier lease agreement.

6. Why is the longevity pay in Function 2642 so large compared to Longevity pay in all the other functions (page 59)?

Extra funds were added to this function to cover additional needs instead of being portioned out to individual departments.

7. Do you have a Capital Improvement Budget for this coming year?

Fund 400 is for Capital Improvements. We do not have any capital projects planned for next year using district funds. There may be some grant related-work upgrades.

8. The water and sewage budget went down (page 52). The Rockwood Water Budget Committee voted for a 5% increase starting July 1st.

The amount budgeted for the district’s water and sewage came from an average of past usage.

9. The budget for repairs and maintenance for buses went down to \$125,000 (page 54). What is the condition of our buses?

The actuals from FY 21/22 and FY 22/23 are comparable to the budgeted amount. There is also money in other transportation objects that could be used for additional maintenance if needed.

10. There is only \$1.5 million budgeted for maintenance (page 50). Is that adequate with our winters getting colder? What will happen if we have major damage from a storm?

Yes. We have insurance to cover storm damage. We have also received FEMA grants in the past to help with any needed repairs. Additional maintenance may be completed using grant funds, as grants are secured.

11. Are we contracting out SPED transportation?

No, SPED transportation is handled by the district’s transportation department.

12. What is the District doing for staff development to keep our teachers trained and supported?

We have PD days on the calendar, utilize late start days for training, and schools conduct PLCs.

13. Do we still have night school?

Yes. This position is paid for from the High School Success grant.

14. Function 3101 - Summer Program Waiver - \$5 in dues and fees (page 99)

The \$5 from Function 3101, Object 640, has been moved to Function 3100, Object 640.

15. Why are we budgeting less for property taxes?

We are projecting an overall increase based on the TSCC calculator for property taxes, which includes a 95% collection rate. The adopted budget for FY23/24 was inflated. The FY24/25 proposed budget is reflective of what we might actually collect. For this YTD, we have collected \$30.1 million and \$311k. The proposed budget is inline with our actual experience this year.

Account Level Budgeting Using Input Definition(Filtered)

Description	Actuals FY22	Actuals FY23	Adopted FY24	Adopted FY24 FTE	Proposed FY25
Current Year Taxes	(\$28,925,156.81)	(\$30,904,495.04)	(\$32,841,511.00)	0.0000	(\$32,639,000.00)
Prior Year Taxes	(\$374,123.75)	(\$334,978.95)	(\$1,232,844.00)	0.0000	(\$300,000.00)

16. Where is the money for foster care transportation in the budget? How many foster care students do we have in the District?

Foster care transportation is included in the transportation budget. This section is included because of prior years’ revenue & expenditures. We currently have 88 students in foster care.

17. What is the number of our homeless students?

We currently have 529 students experiencing housing insecurity/homelessness.

18. Source 3101 SSF - the amount is lower this year, I thought we received a 49/51 split from the state? Why isn't this amount higher than last year?

There are a few factors to consider. The FY23/24 adopted budget last year was not reflective of actual experience. Also, the SSF account is a sum of the reconciliation that occurs in May - which includes adjustments from prior years. The proposed budget is the 51% split and the expected adjustment due to enrollment differences from our estimates.

19. 1000 Instruction, Object 322 - no repairs or this coming from somewhere else in the budget (page 17)?

This function and object is K-5 programs. Repairs and maintenance is provided through work orders and are billed to district office Operations budgets. The small sum that was budgeted in this line item in 23-24 was done by an individual school, and has been corrected.

20. Function 1121, Object 470 - What software are we NOT purchasing to reduce costs (page 19)?

The software used in middle school programs is coded to this function as well as 2211 Teaching and Learning. No software packages are not being purchased, but the expenses for district programs are being consolidated in 2211.

21. Function 1122 - No more extracurricular for the middle schools (page 19)?

Funding for middle school sports has been moved to Title IV, and budgeted at \$170,000.

22. Function 1130 - who's receiving the stipends (page 19)?

This budget allocation pays for the extra duty stipends for licensed staff at the high school level. Stipends are contractually negotiated and are provided for a variety of additional duties primarily coaching and student activities stipends.

23. Function 1131, Object 300 - What did we have to cut here (pages 20-21)?

This function provides funding for high school alternative programs, not including Reynolds Learning Academy. These include Mt.Hood CC Middle College, the PSU Senior Inquiry Program, Rosemary Anderson High School, and Open School. The zeroed line item was an error. The amount that will be budgeted in this function is \$700,000 based on prior use.

24. Function 1131, Object 470 - no new hardcopy textbooks or are most mostly digital now (page 21)?

Curriculum materials, including software, come from the Teaching and Learning budget instead of individual schools.

25. Function 1132, Object 113 - what position did we lose (page 21)?

The Athletic Director (who is also an AP at RHS) will be funded from 2410 next year.

26. Function 1132, Object 340 - how do we pay for our teams to travel to games (page 21)?

This account is used for entry fees to tournaments. Transportation has a budget to pay for student travel.

27. Function 1210, Object 111 - no COLA increase for TAG staff (page 22)?

This was a misprint. The section has been updated.

28. Function 1210, Object 131 - What is this increase for (page 22)?

This is a budget for additional hours provided to school TAG Coordinators; there is 14k spent this year to date.

29. Function 1220 - What are restrictive programs (page 23)?

Special learning experiences for students with disabilities who spend ½ or more of their time in a restricted setting, such as Functional Life Skills, Life Skills, and STEP classes.

30. Function 1224, Object 111/112 - How does restructuring our life skills class staff (page 25)?

There is no restructuring being done for Life Skills class staff. The staffing level will remain at 11 FTE (9.0 FTE in Fund 100 and 2.0 FTE in Fund 200).

31. Function 1250 - What are less restrictive programs (page 27)?

Resource rooms. Special learning experiences for students with disabilities who spend less than 20% outside the regular classroom.

32. Function 1288 - What's the breakdown of payments to the charter schools? How much to each (page 29)?

Arthur Academy: \$1,797,000

CAL: \$560,000

HOLLA: \$440,000

MLA: \$6,215,000

RPA: \$3,668,000

33. Function 1291, Object 111 - Many positions for ELL were cut, won't this hurt our programs? Especially as we have a large linguistically diverse student population (page 29)?

The adopted budget for 23-24 was 62.95 FTE. Actual staffing for 23-24 is 58.45 FTE. The proposed staffing for 24-25 is 51.00 FTE. ELD programs were staffed at an unsustainable level and required adjustment to a more sustainable level. This staffing level is supplemented by an additional 4 FTE from the Intensive Coach Program and 1 FTE from Title III for a total of 56 FTE.

34. Function 2122 - What are positive behavior supports (page 32)?

Positive Behavioral Interventions and Supports (PBIS) is an evidence-based, tiered framework for supporting students' behavioral, academic, social, emotional, and mental health. When implemented with fidelity, PBIS improves social emotional competence, academic success, and school climate. It also improves teacher health and wellbeing. It is a way to create positive, predictable, equitable and safe learning environments where everyone thrives. All RSD elementary schools utilize the PBIS framework. The budget for supplies/materials is supplemented by Title I and Comprehensive and Targeted School support funds.

35. Function 2130, Object 112 - I see a big increase in staff for health services. What does that get us (page 33)?

These are health and safety assistants (2130 is Health Services). These staff members were funded from 2410 (Building Administration) in the past.

36. Function 2160 - What is Other Student Treatment (page 35)?

Activities associated with providing special education services such as occupational therapy, physical therapy, adaptive physical education, etc.

37. Function 2190 - What is Service Direction (page 36)?

Activities concerned with direction and management of special education and student services. Expenditures for the special education director and district program administrators are here.

38. Function 2191, Object 100 - will reducing our staff here negatively impact our students records system and accuracy (page 27)?

The funding for these positions has shifted to 2190 Service Direction.

39. Function 2211, Object 410 - This amount went from \$1.5 mil to \$2,000. What were we previously spending so much money on (page 39)?

The FY23/24 adopted budget was not reflective of actual expenditures. Prior years were \$6-8k, and this year we are at \$4k year to date. The \$1.5 million was budgeted for purchase of curriculum materials in 23-24. No new curriculum purchases are planned for 24-25.

40. Function 2220, Object 430 - I thought we were planning to increase the number of books in our libraries. Seems spending \$50K will make that harder to accomplish.

Across all general funds, YTD we have expended 24k. The proposed budget of 30k does represent an increase, despite reductions across other 4xx objects. An additional \$100k for library book funds are being allocated from Title IV.

41. Function 2240, Object 111 - all FTE are gone. Where did they go and what will this impact (page 41)?

A portion of the instructional coaches were funded in this function and the rest in Fund 200. These positions were eliminated and staff were reassigned to other positions.

42. Function 2310, Object 388 - What are election services (page 42)?

We are required to pay Multnomah County on years we have Board positions up for election. All entities with items on the ballot must split the cost so the charge fluctuates depending on how many other items are being voted on each year.

43. Function 2321, Object 460/470 - What is the increase for (page 43)?

We moved a number of district-wide purchases to this budget this year including partner sponsorships, tutoring, the annual subscription to the volunteer management software, and Zoom licenses.

44. Function 2510, Object 112/114 - What are these positions (page 45)?

Reception support at the front desk for the district office, Executive Assistant to the Chief Operations Officer

45. Function 2528, Object 114 - Who is doing risk management then without this FTE (page 47)?

The Executive Assistant to the Chief Operations Officer has taken over the bulk of the risk management duties with support from the COO and the Director of Facilities. Workers compensation has shifted to Human Resources.

46. Function 2529, Object 324 - What are we leasing (page 48)?

This is a copier lease agreement.

47. Function 2541, Object 112 - This line item still has a 1.0 FTE but as a significantly reduced salary. Is this an error (page 48)?

This will be updated. The position is for the Facilities Secretary, which is vacant right now. The budget only included the balance of what was available this year. This position was replaced with the Facilities Clerk position, which will continue (function 2544).

48. Function 2542, Object 113 - What position are we funding at 0.2 FTE (page 49)?

The Chief Operations Officer is allocated across multiple functions to reflect the departments reporting to that position. The COO position is reduced to .8 FTE in this budget.

49. Function 2542, Object 322 - Is this where the repairs budget went from the individual school programs? Also, why such a huge increase from previous years? I added up other repair and maintenance line items reduced and it still doesn't add up to a nearly \$1 million increase (page 50).

Our YTD expenditures are \$2.1 million. These expenses are for HVAC, asphalt, plumbing, electrical, and similar maintenance and repairs. The reduction partially reflects the end of major projects, such as the Edgefield demolition project, and Four Corners upgrades.

50. Function 2543, Total - seems like a big overall but to grounds maintenance, how will they accomplish their duties with such a big cut (page 51)?

The actual from FY 21/22 and FY 22/23 are in line with the proposed amount for this year. Our YTD is \$550k, so the budget is similar to our actual experience this year as well.

51. Function 2546 - What are safety programs (page 52)?

Activities concerned with maintaining security and safety of school property. Safe Schools training, district radios, safety straps, rain gear, walk off mats, security lights, panic buttons for front desks, camera systems, and similar expenses are examples from this year.

52. Function 2558 - Special education transportation was significantly cut? Was this cut or some of it moved into general transportation (2550) (page 55)?

Special Education transportation is included in the 2550 Transportation function.

53. Function 2630, Object 100 - Five positions are being eliminated in Comms. What are we losing in Comms capacity for the district (page 57)?

Three of the five positions were eliminated over the last 18 months (Executive Director of Communications, Volunteer and Community Engagement Specialist, Administrative Analyst). The classified position listed in the FY23/24 budget was never filled. The only position being eliminated for FY 24/25 is a Communications Specialist position. Volunteer processing has been automated and streamlined, eliminating the need for a dedicated position. The Communications Department in RSD historically has been 1.0-1.5 FTE. Currently the department is staffed at 1.0 FTE and has been operating effectively. The 2024-25 staffing is aligned with pre-ESSER staffing levels.

54. Fund 200, Source 1610 - How did we arrive at this number for Food Service meal sales. Seems wildly different from year to year (page 65).

With district-wide implementation of the Community Eligibility Program (CEP), all students may be provided a meal at no cost. This source may vary based on CEP eligibility and what programs the district participates, and 1620 may vary as well.

55. Source 2000 - All the funding coming only from Portland Arts Tax, is this correct (page 65)?

No, this will be updated. This is the total amount for Fund 200, Function 2000 and includes STEAM grants, Portland Arts Tax Grant, and smaller awards that vary by year.

56. Source 3299 - What restricted grants did we lose out on (page 65)?

Hopefully, not any! We have not yet budgeted for a few grants for which the FY25 allocation is unknown. Farm to School funds, Summer School, and Nutrition Services state payments are notable unbudgeted grants as of now. Our YTD is \$10.2 million for this source.

57. Source 4500 - What restricted revenue thru state did we lose out on (page 65)?

This is the end of ESSER/ARP grant funds that end in September 2024, which we have planned to expend by June 30.

58. The totals for Requirements by Major Function and Requirements by Major Object don't match. \$43,770,294 vs \$43,525,900 (page 66).

The major object numbers have been corrected. The total for requirements by major function and by major object now match.

59. Function 1111, Object 140 - What are the stipends for (page 67)?

This is to hold budget for cell phone stipends, travel stipends, longevity pay, hygiene stipend, behavior stipends, and bilingual stipends paid through restricted grants.

60. Function 1111 - What's the split in costs for K-5 for elementary programs between Fund 100 and Fund 200 (page 17 and 67)?

Items in Fund 100 are paid for with general fund. Items in Fund 200 are items that are eligible for grant funding. General Fund carries 80% of the estimated expenditures for Function 1111.

61. Does Fund 200 revenue support K-5 more than secondary (page 65)?

Fund 200 includes Title I, which provides additional support to all 11 elementary schools, HB Lee, and Reynolds Middle Schools. Fund 200 grants supplement general funding and primarily provide schools with a reading specialist and additional educational assistants.

62. Function 1122, Object 100 - Is this for overtime pay for teachers for supporting after school activities (page 69)?

This was for middle school coaching stipends, which has been shifted to Title IV in the FY24/25 budget.

63. Function 1130, Object 100 - What positions did we add here (page 69)?

This is for the two new positions for cosmetology and business at RHS. The positions are new and funded through the High School Success (Measure 98) grant. There was also an error pulling in the salary cost. It will be \$169,056.

64. Function 1271 - What is remediation (page 75)?

This function has been used for summer credit recovery programs at RHS and RLA. Credit recovery programs continue for the summer of '24 with funding from the ODE Summer School Grant.

65. Function 1272, Total - Did we receive an increase in funding from the state for Title I (page 76)?

Based on estimates for FY25, we will receive 4.5 million, and have about \$1 mil carryover. The amounts in the actual budgets for FY21/22 and FY22/23 were not reported in this function.

66. Function 1288, Total - Did the charter school payment move to Fund 100 (pages 77-78)?

The payments from this fund over the past few years was for the charter school portions of ESSER funds. ESSER is ending this year.

67. Function 1400, Total - I thought we were funding summer programs this year? Where in the budget is it (page 78)?

We received confirmation of summer school grant funding after the proposed budget book was complete. The total amount approved by the ODE was \$1.5 million. It will be added to the Approved Budget.

68. Function 2122, Total - What is the funding source for Positive Behavior Supports (page 81)?

Title I and CSI/TSI funds. The two FTE in this function are for Restorative Justice TOSAs at Alder and Margaret Scott.

69. Function 2210, Object 111 - Reducing almost eight FTE - what will this impact (pages 84-85)?

These were curriculum and instruction TOSA positions that were eliminated.

70. Function 2241, Object 400 - So no new computers in FY25 (page 88)?

Student devices are purchased from Fund 100, Function 2241, Object 480 (Page 42) Instructional Technology. \$500,000 has been budgeted to purchase new student devices for incoming 9th grade students, and to replace other worn-out devices as needed at all levels.

71. Fund 400, Function 4150, Object 500 - What will we get with this increase in Capital Outlay (page 109)?

The resources and expenditures must balance, so this is a holding place for the resources, not necessarily an actionable capital expenditure plan. These resources will pay future (beyond FY25) redemption of principal and interest.

Budget Book Corrections for the Approved Version:

Page 16 - Fund 100 Requirements by Object: There is \$8,591,750 budgeted to object 8xx Contingencies. This number should be under object 9xx - unappropriated Ending Fund Balance. The total requirement amount will remain the same.

Page 22 - Function 1210 Talented and Gifted: The total for object 100 - salaries regular is correct but the lines above don't equal the right amount. In the approved budget, 111 will change to \$95,766; 131 will change to \$22,562; 141 will change to \$1,263; and 144 will change to \$1,915.

Page 25 - Function 1224 Life Skills: The total for object 100 - salaries regular is correct but object 142 for "other compensation classified" for \$216,465 is missing. This amount will be added in the approved budget.

Page 26 - Function 1229 Functional Life Skills: The total for object 100 - salaries regular is correct but the \$3,937 budgeted to object 142 "other compensation classified" belonged to the missing object 141 "other compensation licensed." The amount for object 142 should be \$3,775.

Page 42 - Function 2241 Instructional Technology: The total for object 400 - supplies and materials is correct however an additional \$500,000 is listed in object 470 "computer software." This object should be \$0.

Page 43 - Function 2321 Board of Education: \$15,000 from 382 Legal Services will be moved to to 388 Election Services. The "purchased services" total will remain the same.

Page 44 - Function 2410 Building Administration: the past years and the object name were missing from object 154. All totals are correct.

Page 46 - Function 2510 Direction of Business Services: The function total is listed incorrectly. It should be \$406,515 instead of \$433,989.

Page 58 - Function 2640 Staff Services: There should only be 1 FTE in object 113. The FTE number and the budgeted cost will be adjusted.

Page 65 - Fund 200 Resources: Function 2201 and the total for 2000 had a transposed number: \$425, 391 and \$452,391. The \$425,391 is correct. Also, Function 5400 Beginning Fund Balance is missing for \$16,534,332. The total fund amount is correct.

Page 66 - Fund 200 Resources: The major object numbers are incorrect. The total Fund 200 resources should equal \$43,770,294. The major function table is correct and the major object table will be adjusted.

Page 68: Function 1113 Elementary Extracurricular: objects 213, 310, and 324 are missing. Object 310 "inst, prof, tech services" is budgeted for \$299,090. Objects 213 and 324 will be \$0. The "purchased services" total is correct.

Page 99 - Functions 3100 Food Services and 3101 Summer School Waiver: \$5 will be moved from Function 3101, Object 640 to Function 3100, Object 640. Function 3101 will be \$0 and Function 3100 will be \$7,260,125.

List of Community Partners:

Arts for Northwest	Latino Network Juntos Aprendemos
AVID	MESA
AYCO	Metropolitan Family Service (MFS)
Boy Scouts	MFS -- Ready.Set.Go
CAIRO	Multnomah County Family Resource Navigator
Caldera Arts	Multnomah County Mental Health
Campfire Columbia	Native American Youth Association (NAYA)
Champions --Before or After School Care	Northwest Family Services
Chess for Success	Northwest Outward Bound School
College Possible	Oregon Food Bank
Columbia Slough and Watershed Council	PlayEast Recreation
DayOne Tech	Playworks
DHS - Caseworkers or Mental Health	Portland Urban Debate League
Eastside Child and Family Therapy	Portland Workforce Alliance
Echo Theater	Pueblo Unido
El Programa Hispano	Root 2 Rise
Elevate Oregon	S.M.A.R.T.
ESOGA E-Sports	Saturday Academy
Ethos Music	Self Enhancement Inc (SEI)
Friends of Baseball	SOLVE
Friends of the Children	Street Soccer
Greater Than	Stronger Oregon
Growing Gardens	Sunrise Tae Kwon Do
HOLLA Mentors	Tiny Dancer
IRCO	The Shadow Project
Latino Network	Trillium Family Services

Enrollment / Licensed Staff Comparison: 23/24 vs 24/25

School	23/24 Licensed FTE	23/24 Enrollment	24/25 Licensed FTE	24/25 Projected Enrollment
Alder	35	377	35	341
Davis	32	332	30	284
Fairview	32	298	28	279
Glenfair	36	432	34	403
Hartley	31	313	28	301
Margaret Scott	32	324	28	318
Salish Ponds	32	327	29	314
Sweetbriar	22	255	20	247
Troutdale	30	351	28	334
Wilkes	41	443	37	421
Woodland	35	402	34	368
HB Lee	52	646	52	728
Reynolds Middle	62	755	59	683
Walt Morey	41	548	39	532
Reynolds High	146	2381	142	2441
Reynolds Learning	23	193	22	85

To: Board of Directors

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

Subject: Intergovernmental Agreement (IGA) with David Douglas School District

Type: Action Item Report / Presentation

Policy: IGBA: Students with Disabilities - Child Identification Procedures

Date: May 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

The David Douglas School District Early Intervention/Early Childhood Special Education Services (EI/ECSE) Intake and Evaluation Team will act as the designated referral and evaluation agency for Reynolds School District. The EI/ECSE Intake and Evaluation Team will be responsible for ensuring all referred children aged birth to five years of age receive screening and, when necessary, evaluation for potential eligibility and services for EI/ECSE.

Oregon's EI/ECSE Services provide a seamless system to support the developmental and educational needs of children ages birth to five and their families. EI/ECSE programs ensure that children who qualify for special education receive a Free and Appropriate Public Education (FAPE) as required in the Individuals with Disabilities Act (IDEA).

The existing contract for services covered the period of July 1, 2022 through June 30, 2023. The proposed 23-24 contract runs from July 1, 2023 through June 30, 2024.

Previous Board Action:

The Board previously approved this agreement in August 2022.

Financial Implications:

The 2023-24 Budget includes an allocation of funds in the amount of \$649,533.00.

Motion:

A. Motion Made by Board Member:

- a. I move that the Board approve the Intergovernmental Agreement with David Douglas School District for the services of providing Early Intervention/Early

Childhood Special Education Evaluation Services on behalf of families in the
Reynolds School District for school year 2023-2024.

- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



DDSD Contract ID#	2324183
Contractor Contract ID#	

INTERGOVERNMENTAL AGREEMENT (IGA)
between
David Douglas School District No. 40
and
Reynolds School District No. 7

Pursuant to authority granted in ORS Chapter 190, this Intergovernmental Agreement ("Agreement") is between **David Douglas School District No. 40**, a public school district of the State of Oregon (hereafter "DDSD") and **Reynolds School District No. 7**, a public school district of the State of Oregon (hereafter, "RSD"), each separately a "Party" and collectively "the Parties".

The Parties mutually agree as follows:

Term of Agreement. The initial Agreement term shall be July 1, 2023 through June 30, 2024.

Scope of Work. The Parties shall perform the work described in Exhibit 1.

Payment for Work. RSD shall make payments to DDSD as noted in Exhibit 2.

Agreement Documents. This agreement consists of the following documents, which are listed in descending order of precedence:

- This Intergovernmental Agreement document,
- Exhibit 1 - Scope of Work;
- Exhibit 2 – Compensation; and
- Exhibit 3 – RSD Insurance.

A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the Parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Relationship.** DDSD and RSD intend that the relationship between the Parties to be at all times and for all purposes under this Agreement that of independent contractors. Each Party shall be responsible exclusively for their respective officers, employees and agents.
2. **Subcontracts and Assignments.** Neither Party shall subcontract or assign any part of the Agreement without the prior written approval of the other Party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:
 - a. **Mutual Agreement.** DDSD and RSD, by written mutual agreement, may terminate this Agreement at any time.

8. **Mutual Indemnity and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, as applicable to a local public body, DDSD shall indemnify, defend and hold harmless RSD, its officers, agents, and employees, from and against all liability, loss and costs arising out of or resulting from the negligent acts or omissions of DDSD, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, as applicable to a local public body, RSD shall indemnify, defend and hold harmless DDSD, its officers, agents, and employees, from and against all liability, loss and costs arising out of or resulting from the negligent acts or omissions of RSD, its officers, employees and agents in the performance of this Agreement.
9. **Insurance.** RSD will provide proof of insurance coverage as provided in Exhibit 3.
10. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. RSD AGREES TO THE JURISDICTION OF THESE COURTS.
11. **Work Performed on DDSD Property.** At all times when RSD or RSD's employees, agents, subcontractors, or officers are present on DDSD property or other location(s) for the purpose of providing service(s) under this Agreement, RSD and RSD's employees, agents, subcontractors, and officer must sign in at the location's main office to receive an in-school/building identification/visitor's badge and display the badge on their person at all times.
12. **Unsupervised Contact with Students and Criminal Background Checks.** Unsupervised contact with students means contact that provides the person opportunity and probability for person communication or touch with students when not under direct DDSD supervision. As required by ORS 181.534 and 326.603, RSD will work with DDSD to ensure that RSD's employees, officers, subcontractors, and agents will have no direct, unsupervised contact with students while at any DDSD school or other DDSD location(s). RSD will work with DDSD to ensure compliance with this requirement. When unsupervised contact with students is required under a contract with DDSD, before any work begins under this Agreement, RSD shall ensure, at its expense, that any person RSD assigns to perform services under the Agreement meets all the State of Oregon's and DDSD's criminal background check requirements. DDSD may add the cost of such fees to invoices to RSD under this Agreement, unless RSD elects to pay such fees directly. DDSD will ensure its employees performing services under this contract will meet all the State or Oregon's and DDSD's criminal background check requirements.
13. **Licenses.** At all times during the term of this agreement, RSD and DDSD represent that they have any and all currently required licenses, certifications or other evidence of the necessary skills, abilities, and professional knowledge needed to carry out the terms of this Agreement.
14. **Ownership of Work Product.** Any and all goods and services developed for DDSD pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of DDSD. RSD hereby irrevocably assigns to DDSD all of its right, title, and interest in any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. RSD forever waives any and all rights relating to the work product including any and all rights

arising under Title 17 USC section 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modification.

15. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s) as noted on page 1 of this agreement.
16. **Waiver, Severability.** Waiver of any default or breach under this Agreement by DDSD does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
17. **Force Majeure.** Neither DDSD nor RSD shall be held responsible for delay or default caused by any contingency beyond its control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, fires, natural calamities, riots, demands or requirements of governmental agencies other than DDSD or RSD.
18. **Representations.** RSD and DDSD represent and warrant that any and all work under this Agreement shall be performed in a good workmanlike manner and in accordance with the highest of professional standards.
19. **Employee, Agent, Subcontractor, or Officer Removal.** RSD will immediately remove any RSD employee, agent, subcontractor, or officer from performing any service(s) under this Agreement upon receipt of notification that DDSD determined, in DDSD's sole discretion, that removal of the employee, agency, subcontractor, or officer is in DDSD's best interest.
20. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Handwritten revisions made to this Agreement, which are not initialed and dated by both Parties, shall be deemed to have been rejected.
21. **Joint authorship.** RSD has reviewed this Agreement and negotiated for change to any language that RSD found vague. Accordingly, anyone constructing and/or interpreting this Agreement shall not construe any of its terms strictly against either Party.
22. **Time is of the essence.** Time of the essence in all terms, provisions, covenants, and conditions contained in this Agreement and its attachments.
23. **Performance audit.** DDSD will conduct a performance audit to determine whether the terms, conditions, obligations, agreements and understandings of this Agreement are met.

24. **Notices.** All notices or demands of any kind required or desired to be given by DDSD or RSD must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective Party at the address listed below.

David Douglas School District No. 40
 Attn: Patt Komar
 Director of Administrative Services
 11300 NE Halsey St.
 Portland, OR 97220

Reynolds School District No. 7
 Attn: Danna Diaz
 Superintendent
 1204 NE 201st Avenue
 Fairview, OR 97024

I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.

 David Douglas School District No. 40
 By: Patt Komar
 Director of Administrative Services

 Reynolds School District No. 7
 By:

 Date

 Date

EXHIBIT 1**SCOPE OF WORK**

The Parties agree that DDSD staff will provide Early Intervention/Early Childhood Special Education (EI/ECSE) Evaluation Services as provided in the following scope of work.

The DDSD EI/ECSE Intake and Evaluation Team will act as the designated referral and evaluation agency for RSD. The EI/ECSE Intake and Evaluation Team will be responsible for ensuring all referred children aged birth to five years of age receive screening, and when necessary, evaluation for potential eligibility and services for EI/ECSE.

The Team consists of EI/ECSE Evaluation Specialists, Speech and Language Pathologists, a Physical Therapist, an Occupational Therapist, intake personnel, and an interpreter if needed. The Team coordinates with Columbia Regional Program for hearing and vision evaluations.

DDSD EI/ECSE Evaluation Team will:

1. Develop interagency agreements for Child Find, screening and evaluations with community partner agencies.
2. Coordinate Child Find activities with community partner agencies to locate young children who may qualify for Early Intervention or Early Childhood Special Education Services
3. Gather and review records and schedule screenings and/or evaluations for all referred children.
4. Prepare files for all newly referred children.
5. Monitor record requests to outside agencies to ensure paperwork is received for completion of the evaluation/eligibility process.
6. Complete pre-evaluation conferences with parent(s)/caregiver(s) to determine areas of concern and develop an evaluation plan.
7. Conduct a comprehensive evaluation in the five developmental domains for EI and in specific areas of concern for ECSE within federal and state timelines.
8. Write evaluation reports and share results with the team, including parent(s) at an eligibility/IFSP meeting.
9. Complete eligibility process for EI/ECSE.
10. Review all transfer files to determine if additional testing is required for Oregon eligibility. Conduct pre-evaluation conferences and evaluations within 30 days of transfer.
11. Screen newly referred children, who are turning five years old by September 1, and who will be transitioning to kindergarten when they are referred after June 15.
12. Determine children eligible under a school-age disability category if they will be turning five during the school year and transitioning to kindergarten the following September 1.
13. Invite a RSD representative to participate in the eligibility/IFSP meetings for all children turning five by September 1 of the upcoming school year.
14. Forward copies of the eligibility statements to RSD for all 3, 4, and 5 year old children.
15. Complete the EI to ECSE transition evaluations and eligibility determinations for children in RSD.
16. Provide interpreter services for the intake, screening, evaluation, and eligibility process.
17. Coordinate under a separate contract support for RSD transition to kindergarten evaluations.
18. Share monthly referral and evaluation data.
19. Comply with all federal and state requirements for referral, screening, evaluation, and eligibility procedures.

20. Participate in ODE System Performance Review and Improvement for standards specific to referral, screening, evaluation and eligibility.
21. Bill Medicaid for screening and evaluation for children enrolled in Medicaid and whom are referred and found eligible.
22. If services of a school psychologist are required to complete an eligibility the costs would be covered through Medicaid funding.

RSD will:

1. Identify a liaison to coordinate with DDSD regarding the contract.
2. Submit payment for the evaluation team based on Exhibit 2.

The Parties jointly will:

1. Be mutually involved and cooperate in the planning and coordination of referral and evaluation services for children birth to five.
2. Avoid duplication of services whenever possible by coordinating efforts for Child Find, referral, screening and evaluation.
3. Arrange a meeting at any time if either district recognizes the staffing needs have changed.
4. Comply with laws and policies related to the confidentiality of information gathered about children and families.
5. Provide services in good faith and establish a system for conflict resolution.
6. Cooperate in program reviews and participate in advisory committees as requested by either Party.
7. Report all allegations of child abuse and neglect to child welfare.

DDSD Contract ID#	2324183
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EXHIBIT 2
COMPENSATION

DDSD will invoice RSD quarterly at the end of each calendar quarter on a pro-rata basis for early childhood/early intervention evaluations. The total cost of the evaluations to RSD will not exceed \$649,533 for 2023-24 based on 4.35 FTE + increase in supplies. RSD shall remit payment to DDSD within 30 days of receipt of the invoice.

RSD should direct billing questions to Accounts Receivable, David Douglas School District, Business Office, 11300 NE Halsey St., Portland, OR 97220, accounts_receivable@ddouglas.k12.or.us, 503-261-8220.

**EXHIBIT 3
RSD INSURANCE REQUIREMENTS**

RSD shall at all times maintain in force, at RSD's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. RSD and all subcontractors of RSD with one or more employees must have this insurance unless exempt under ORS 656.027.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the contract.

Required Not required

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$1,000,000, \$2,000,000, 3,000,000. This insurance must include contractual liability coverage.

Required Not required

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required Not required

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. RSD shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. RSD's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. RSD shall furnish a current Certificate(s) of Insurance to DDSD prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the RSD's insurer to DDSD. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that DDSD, its agents, officers, and employees are Additional Insureds with respect to RSD's services to be provided under this Contract. An additional insured endorsement shall be attached to the Certificate of Insurance. No work shall commence until DDSD receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to DDSD.



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: Grant Acceptance: Oregon Department of Education – Stronger Connections Grant

Type: Action Item Report / Presentation

Policy: DD: Funding Proposals and Applications

Date: May 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

The Reynolds School District was awarded competitive grant funds from ODE to support mental, social-emotional, and/or physical health and safety of students. The grant’s objectives focus on mental health counseling, drug and alcohol prevention and treatment, and culturally specific mentorship for prioritized populations at the secondary level.

The two main components Reynolds will focus on are mental health and safe and inclusive schools.

For mental health, this grant will fund new contracts with the Multnomah ESD to deliver harm reduction trainings and recovery ally training. It will also fund resources for counselors and social workers to deliver Tier II socio-emotional and other functional impairment supports for students and staff development in suicide prevention and threat management. Reynolds will also partner with Stronger Oregon for tele-health mental health counseling to secondary aged students.

For the safe and inclusive schools component, this grant will expand services with agencies for support the Ukrainian, Pacific Islands, Karen, Burmese, Swahili, African American, and Latinx student populations. This proposal provides training on suicide prevention alongside district personnel. Culturally specific case managers will support attendance, offer academic tutoring, mitigate student conflict and bridge communication and resource management with families.

Previous Board Action:

The Board accepts all grants.

Financial Implications:

Grant award of \$601,500.

Motion:

- A. Motion Made by Board Member:
 - a. I move the approve the ODE Stronger Connections Grant Award in the amount of \$601,500.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Stronger Connections Grant Application Narrative:

To inform this project, input sessions were held to engage a wide array of school improvement stakeholders including: parents from multiple culturally specific communities, certified counselors, Reynolds Education Association leadership, building and district administrators. Participation also prioritized inclusion of culturally specific community-based organizations. Local private schools were also invited.

Additionally, listening sessions occurred with RHS student groups: culturally-specific, CTE and advanced course participants, students new to Reynolds, emerging bilinguals, LGBTQIA+ to obtain feedback regarding safety and academic engagement.

A comprehensive needs assessment resulted from inputs of adults and students reviewing disaggregated data including:

- Chronic absenteeism
Academic outcomes - OSAS Math, ELA, Science and STAR Reading and Math, 9th Grade on track, and cohort graduation data
- ELPA monitoring and progress
- Discipline: Low level through exclusion, threat assessments, mental health and substance abuse referrals, other
- The Educational Effectiveness Survey completed by parents, students, and staff

Key Priorities that Emerged:

- Schools need to be safer, secure, welcoming environments. In addition to physical safety, prioritize student and staff emotional safety; ensure adequate and accessible counselor and mental health supports
- Staff resourcing. Invest in professional learning and resources to better support the unique assets of diverse students
- The community deserves better representation; invest in inclusive student safety net and family engagement that reduce barriers in partnership with culturally specific community-based organizations
- Academic outcomes need to improve. Focus on building reading and literacy skills in younger students
- Expand programs that keep students engaged and interested including culturally informed CTE offerings and programs with real world relevance

Investments across all Stronger Connections priorities are essential. Analysis of the needs assessment cross-referenced with the ODE Integrated Model of Mental Health, this proposal prioritizes investments from: 1. Mental Health and 2. Safe and Inclusive Schools.

Mental Health:

The needs assessment directs increased capacity and resources for Reynolds employees. This proposal funds new contracts with the Multnomah ESD to deliver trainings, introductory through certification, in harm reduction, recovery ally training, plus consultation to support student abstinence and diversion.

This project further equips counselors and social workers with resources to deliver skill-building, decision making, problem-prevention, Tier II SEL and other functional impairment supports for students. Additional consultation will establish levelled staff development in suicide prevention and threat management. The plan integrates Reynolds' culturally specific community partners in these critical series independently or alongside certified professionals.

Northwest Family Services were recently awarded a State Substance Abuse Prevention Treatment and Recovery grant for 2 of 3 RSD middle schools. This project seeks to augment that investment with parent education and resource navigation for student substance abuse. NWFS targets 75%+ youth served to identify as Latinx and/or LGBTQIA2+.

Lastly, Reynolds initiated an in-kind partnership with Stronger Oregon for tele-health mental health counseling to secondary aged students. Student response is overwhelming. Stronger Oregon staff remotely coordinate with school-based intervention teams. The service model is reactive. This proposal seeks to cost-share prevention services with Stronger Oregon by locating licensed mental health therapists into the school settings. The preventative work will deliver immediate interventions for students to address short-term needs, assess for potential greater intervention and run skill development in small groups and classrooms. Furthermore, Stronger Oregon commits to placing bi-lingual/cultural therapists reflective of Reynolds youth.

Safe and Inclusive Schools:

The Reynolds School District welcomes 10,000+ students from more than 80 home countries. Over 110 home languages are spoken daily. 90%+ are FRL eligible. 11% self-report experiencing homelessness. 82% are chronically absent. BIPOC males are 2x more likely to receive behavior referrals and classroom exclusion. The cultural assets from these students weave a strong and beautiful tapestry. To equitably accelerate diverse scholars, the district invests with community partners to host strengths-based, trauma-informed and culturally specific mentorship and coordination.

Highly skilled cultural navigators push into schools as caring adults who share students' cultural and linguistic backgrounds. These mentors work with targeted caseloads to ensure attendance, offer academic tutoring, mitigate student conflict and bridge communication and resource management with families. The outcomes justify the investment. At every level, students aligned with cultural navigators and mentors attend school more frequently, perform better academically, receive fewer disciplinary referrals, and self-report a higher connection to school than their demographically comparable peers.

This project seeks to expand culturally navigation services with agencies in service to emerging populations from the Ukrainian, Pacific Islands, Karen, Burmese, Swahili, African American, and Latinx student populations. To integrate culturally specific partner staff into our school communities, this proposal reiterates the prioritization to train them alongside district personnel on SEL, suicide prevention and mental health resources as named above.

STATE OF OREGON GRANT AGREEMENT

Grant No. 36031

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

SECTION 1: AUTHORITY

Pursuant to [Public Law 117-159 Bipartisan Safer Communities Act](#), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide additional funding and resources to grantees to assist in the following:

- Foster a sense of belonging through a positive, safe, welcoming, and inclusive school environment,
- Support the social, emotional, physical, and mental health needs of all students, through evidence-based strategies,
- Adequately support high quality teaching and learning by increasing educator capacity,
- Recruit and retain a diverse educator workforce, and
- Ensure the fair administration of student discipline policies in ways that treat students with dignity and respect.

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 of May 20, 2024 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2026.

SECTION 4: GRANT MANAGERS

Agency’s Grant Manager

Amy Tidwell
255 Capitol Street NE
Salem OR, 97310
503-580-0078
amy.tidwell@ode.oregon.gov

Grantee’s Grant Manager

Justin Birmingham
1204 NE 201st Ave.
Fairview, OR 97024
503-661-7200
jbirmingham@rsd7.net

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 \$601,500.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Stronger Connections Grant (“Funding Source”).

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 the Grantee for the allowable Project activities described in Exhibit A 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 the Agency. If the 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; 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 or supplanting
- 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 school 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.

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). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 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 B.

- 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 B 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 B, or (iii) a combination of any or all of the foregoing.

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 (Insurance)
 - Exhibit C (Federal Terms and Conditions)
 - Exhibit D (Federal Award Identification)
- 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. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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: _____
Contract Specialist

Date

Reynolds School District 7

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: _____ via Email
Kevin Gleim, Assistant Attorney General

4/2/2024

Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

The Stronger Connections Grant is part of the Bipartisan Safer Communities Act (“BSCA”), which was enacted by the U.S. Congress “to establish safer and healthier learning environments, and to prevent and respond to acts of bullying, violence, and hate that impact our school communities at individual and systemic levels, among other programs and activities.”

The goal of this Grant is designed to provide additional funding and resources to grantees to support the strengthening of their programs to ensure student well-being. It will be used to sustain systems to implement and maintain strategies that foster a sense of belonging through positive, safe, welcoming, and inclusive school environments; to support the social, emotional, physical, and mental health needs of all students, through evidence-based strategies; to recruit and retain a diverse educator workforce, and adequately support high quality teaching and learning by increasing educator capacity; and to ensure the equitable administration of student discipline policies in ways that treat students with dignity and respect.

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for the costs submitted in the Budget, including expenses incurred, during the Performance Period.

Grantee shall use the Grant funds only for activities authorized under Section 4108 of the ESEA. Grantee shall prioritize the outreach and engagement of Focal Student Groups and provide inclusive, culturally affirming, responsive, and where appropriate, culturally specific programming, to support the strengths, assets, and needs of students.

Grantee shall complete the activities and tasks as described in the following paragraph(s) checked below and detailed in the Budget Categories and Annual Amounts.

- Mental Health:** Grantee shall prioritize the mental health and well-being of both students and staff with explicit strategies, processes and practices to center relationships, form partnerships with school-based mental health or public/private mental health organizations, and create a climate and culture focused on connection, care, and belonging. All activities in this area must be in alignment with Oregon’s [Integrated Model of Mental Health. This model addresses](#) health and mental health promotion, prevention, and intervention efforts that are strengths-based, trauma-informed, incorporate principles of social-emotional learning, and are equity centered.
- Suicide Prevention, Intervention, and Postvention:** Grantee shall develop and strengthen current efforts or develop and strengthen new efforts toward suicide prevention, intervention, and postvention. Applicants must demonstrate how these activities are in alignment with ORS 339.343 known as Adi’s Act. Funding must be used to support Focal Student Groups who are expressing suicidal ideation more than their peers.

- Safe and Inclusive School Climates:** Grantee shall use these funds address exclusionary discipline practices so that students are in classrooms and schools. Additional consideration will be given to applicants who support these strategies for this Focal Student Group.
- Systems to Address Chronic Absenteeism:** Grantee shall use these funds to strengthen systems and capacity to support regular student attendance and engagement in school as well as training for staff and community members on how to support students’ attendance in school.
- Additional Resources and Support:** Grantee shall use funds for any allowable activities under [Section 4108 of ESEA, Title IV-A Safe and Healthy Students](#). Grantee shall address the unique strengths and needs of their community and contribute to the overall mental, emotional, and physical health of students or contribute to a positive educational experience for the students in their community.

Budget Categories / Annual Amounts

Budget Categories	2024-2025	2025-2026
Improve School Climate · Strategies to improve school climate, including MTSS, schoolwide positive behavioral interventions and supports, for example.	\$0.00	\$0.00
Family Engagement · Family partnership development, to address mental health, wellbeing, and basic needs.	\$0.00	\$0.00
Community Partnerships · Community partnerships, including wraparound supports to address physical and mental health, wellbeing, and basic needs.	\$0.00	\$0.00
Bullying Prevention · Bullying, harassment, and cyberbullying prevention.	\$0.00	\$0.00
Mental Health & SEL · Mental health education and social-emotional learning (SEL) interventions.	\$110,000.00	\$111,500.00
Student Mentoring · Development and implementation of mentoring programming.	\$185,000.00	\$185,000.00
School Counseling · Activities to recruit and retain school counseling staff.	\$0.00	\$0.00
Healthy Lifestyle · Health, active lifestyle programs, including nutritional and physical education supplemental programs.	\$0.00	\$0.00
Dropout Prevention · School dropout prevention efforts, including early warning systems.	\$0.00	\$0.00
School Discipline · Activities to improve exclusionary discipline, including behavior coordinators, climate surveys, and training in restorative practices.	\$0.00	\$0.00
School Safety · School safety, including personnel and the implementation of threat assessment systems, teams, or protocols.	\$0.00	\$0.00

Drug Prevention · Drug use prevention efforts.	\$0.00	\$0.00
Child Sexual Abuse Prevention · Activities to supplement what is required in OAR 581-022-1440 known as Erin’s Law.	\$0.00	\$0.00
Specialized Staff Support · Professional development and training for specialized staff to support student mental health, well-being, and basic needs.	\$0.00	\$0.00
Healthy and Safe Programs · Activities to integrate health and safety practices.	\$0.00	\$0.00
Admin/Indirect		
Administrative Costs (Max 15% of budget unless Federal Approved rate is higher)	\$5,000.00	\$5,000.00
Totals Per Year	\$300,000.00	\$301,500.00

Allowable Costs. “Allowable Costs” are the activities associated with Grantee’s approved Budget to the extent that such activities are authorized under Section 4108 of the ESEA.

Prohibited Use of Funds:

SCG funds are only to be used for the activities aligned with activities allowable under ESEA section 4108, Supporting Safe and Healthy Students, which are listed above. Therefore, ESEA Title IV activities allowable under ESEA sections 4107 (Well Rounded Education) and 4109 (Effective Use of Technology) are not allowable under this specific grant. The ESEA also prohibits the use of these funds for food or school construction.

Additionally, BSCA section 13401 amended ESEA section 8526 to prohibit the use of ESEA funds, including those under Stronger Connections, to provide to any person a dangerous weapon or training in the use of a dangerous weapon. A “dangerous weapon” as defined in section 930(g)(2) of Title 18 of the United States Code is a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocketknife with a blade of less than 2 1/2 inches in length. Accordingly, funds may not be used, for example, to purchase a firearm or to train teachers to use a firearm. Note: Funding school resource officers, hunters’ education, archery programs and culinary arts are allowable.

Indirect/Administrative Costs. Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 15%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Electronic Grants Management System (“EGMS”).

Budget Adjustments. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the Project budget included in this Exhibit A (the “Budget”) by up to and including 25% without the prior consent of Agency’s Grant Manager. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item in the Budget by more than 25% with the prior written approval of Agency’s Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant. Indirect/ administrative costs must be charged as described in this Exhibit A, if applicable,

regardless of any adjustments to the Budget. Any adjustments that result in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

SECTION III. ACCESSIBILITY

Worldwide Web Accessibility. If, as part of the Project, Grantee develops data or information that will be displayed or accessed through an Agency public website or world-wide web application (the “Content”), Grantee must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and provide individuals with disabilities access to and use of the Content in the website or application that is comparable to the access provided to individuals without disabilities. Grantee must design and format Content that meets at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, “Mandatory Standard”):

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>
- Content to be posted on the web must adhere to:
https://www.webaccessibility.com/best_practices.php
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>
- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with:
https://www.webaccessibility.com/best_practices.php?technology_platform_id=215

Testing. Grantee must test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Agency will test the web or application to validate the Content meets the Mandatory Standards, including a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>). If the Content fails the testing, Agency will notify Grantee and Grantee must remedy any deficiencies as provided in Section 7.1.3 of this Grant. If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Grantee to remove the Content. Grantee shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

SECTION IV. PROJECT EVALUATION/REPORTING REQUIREMENTS

Grantees will be subject to fiscal and programmatic monitoring and must maintain records to demonstrate compliance with federal fiscal requirements.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION V. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred basis upon receipt of Grantee’s request(s) for disbursement.

With each request for disbursement, Grantee must submit an expenditure report via email to Agency’s Grant Manager identified in Section 4.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee’s expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first-tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers’ compensation. Grantee must pay and require its first-tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS’ COMPENSATION

All employers, including Grantee, 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 shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state’s workers’ compensation law, Grantee 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 subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, 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. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee’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**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual

aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

Required **Not required**

Directors, officers and organization liability insurance covering the Grantee’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 Grant Funds and donor contributions - with a combined single limit of no less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

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 is responsible including but not limited to Grantee and Grantee’s employees and volunteers. Policy endorsement’s definition of an insured shall include the Grantee, and the Grantee’s employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. 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.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

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).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and

subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. 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 Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must 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.

EXHIBIT C
FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

If specified below, Agency’s payments to Contractor under this Agreement will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Contractor, by signing this Agreement, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Contractor is a subrecipient Contractor is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: #424

2. FEDERAL PROVISIONS

The use of all federal funds paid under this Agreement are subject to all applicable federal regulations, including the provisions described below.

Contractor must ensure that any further distribution or payment of the federal funds paid under this Agreement by means of any contract, subgrant, or other agreement between Contractor and another party for the performance of any of the activities of this Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Agreement.

Contractor must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Agreement.

Contractor must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Appendix II to 2 CFR Part 200 – Contractor is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“Contract” means this Agreement or any contract or subgrant funded by this Agreement.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** mean Contractor or Contractor’s contractors or subgrantees, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effectuated and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or

transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) **Procurement of Recovered Materials.** Contractor must comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In addition, in the performance of this contract, the Contractor must make maximum use of products containing recovered materials designated by the Environmental Protection Agency (EPA) at 40 CFR part 247, unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program> See §200.322

Procurement of recovered materials: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322..

(K) Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(L) System for Award Management. Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Contractor also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Contractor) the unique entity identifier required for SAM registration.

(M) Minority and Women Business Enterprises. Contractor hereby agrees to comply with the following: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above. For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

(N) Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE). Contractor is prohibited from obligating or expending funds received under this contract to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(O) Buy USA Preference. Contractor must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as

polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. ADDITIONAL FEDERAL REQUIREMENTS

Trafficking in Persons.

The Code of Federal Regulations 2 CFR 175 is hereby incorporated into this Agreement with the following changes:

“a.2ii.B. Imputed to the Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

“b.2ii. Imputed to the Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

Specific Conditions for Disclosing Federal Funding in Public Announcements.

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with the Agreement Funds, Contractor must clearly state:

- 1) The percentage of the total costs of the Project which will be financed with Agreement Funds;
- 2) The dollar amount of Agreement Funds for the Project; and
- 3) The percentage and dollar amount of the total costs of the Project that will be financed by non-governmental sources.

Contractor must comply with these conditions under Division H, Title V, Section 505 of Public Law 115-141, Consolidated Appropriations Act, 2019.

Prohibition of Text Messaging and Emailing While Driving During Official Agreement Business.

Contractor and their personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official Agreement business, or from using government supplied electronic equipment to text message or email when driving. Contractor must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” October 1, 2009.

Conferences and Meetings.

Contractor must take into account the following factors when considering the use of Agreement Funds for conferences and meetings:

- 1) Before deciding to use Agreement Funds to attend or host a meeting or conference, Contractor must:
 - Ensure that attending or hosting a conference or meeting is reasonable and necessary to achieve the goals and objectives of this Agreement;

- Ensure the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/ coordinate the work being done under the Agreement); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- 2) Contractor must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. In particular, remember that:
- Agreement Funds cannot be used to pay for alcoholic beverages; and
 - Agreement Funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- 3) Agreement Funds may be used to pay for the costs of attending a conference. Specifically, Agreement Funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of Contractor employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the Agreement. When planning to use Agreement Funds for attending a meeting or conference, Contractor must consider how many people should attend the meeting or conference on its behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the Agreement.
- 4) Contractor may not use Agreement Funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference to achieve the goals and objectives of this Agreement
- 5) A meeting or conference hosted by Contractor and charged to this Agreement may not be promoted as a U.S. Department of Education conference. This means the seal of the U.S. Department of Education must not be used on conference materials or signage without Agency approval.

All meeting or conference materials paid for with Agreement Funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the U.S. Department of Education. However, those contents do not necessarily represent the policy of the U.S. Department of Education, and you should not assume endorsement by the Federal Government.

- 6) Contractor is strongly encouraged to contact Agency Agreement Manager with any questions or concerns about whether using Agreement Funds for a meeting or conference is allowable prior to committing Agreement Funds for such purposes.
- 7) Contractor is responsible for the proper use of Agreement Funds and may have to repay Agreement Funds if Contractor violates the terms of this Agreement, including the provided guidance for meeting and conference related expenses.

Applicable Acts, Regulations, and Assurances

Contractor will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

EXHIBIT D
FEDERAL AWARD IDENTIFICATION
(Required by 2 CFR 200.332(a)(1))

(i) Grantee name: <i>(must match name associated with UEI)</i>	Reynolds School District 7
(ii) Grantee’s Unique Entity Identifier (UEI):	JKMUSNGCD4P9
(iii) Grant period of performance start and end dates:	Start: 5/20/2024 End: 9/30/2026
(iv) Amount of federal funds obligated by this Grant:	\$601,500.00
(v) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	Detail at Agency
(vi) Name of pass-through entity:	Oregon Department of Education
(vii) Contact information for awarding official of pass-through entity:	Name: Kai Turner, Director, OFIT Email: kai.turner@ode.oregon.gov
FEDERAL AWARD	
(i) Federal Award Identification Number (FAIN):	S424F220038
(ii) Federal award date: <i>(date of award to state by federal agency)</i>	9/15/2022
(iii) Grant budget period start and end dates:	Start: 9/15/2022 End: 9/30/2026
(iv) Total* amount of the federal award committed to Grantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$8,265,004.00
(v) Federal awarding agency:	US Department of Education
(vi) Federal award project description:	Bipartisan Safer communities Act - Student Support and Academic Enrichment
(vii) Assistance listings number, title, and amount:	Number: Title: Amount:
(viii)a. Indirect cost rate for the federal award:	Federal rate at the time the expenditure occurred.
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(ix) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).

** The term “pass-through entity” refers to the State of Oregon, acting through its Department of Education.

To: Board of Directors

From: Shaunice Silas, Executive Director of Human Resources

Subject: MOU with REA for a Mentor Program

Type: Action Item Report / Presentation

Policy: BBA: Board Powers and Duties

Date: May 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Reynolds School District and the Reynolds Education Association (REA) enter this Memorandum of Understanding (MOU) regarding a mentoring program specifically designed to support, assist, and encourage beginning, new-to-district, and significant-shift-in-teaching-assignment teachers.

Previous Board Action:

The Board approves all bargaining agreements and MOUs.

Financial Implications:

Approximately \$200,000. The funding will come from Title II for the 24-25 school year.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the Mentoring Program MOU with REA.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Mentor Program Memorandum of Understanding (MOU)

Between Reynolds School District No. 7, Multnomah County, Oregon (District) and the Reynolds Education Association

The Mentoring Program is specifically designed to support, assist, and encourage beginning, new- to-district and significant-shift-in-teaching-assignment teachers. The Program will provide and coordinate services to:

- Provide meaningful, engaging, quality education to their students.
- Attend to the Reynolds School District Core Values of high academic achievement for all students, excellence in teaching, building and maintaining collaborative relationships, and sustaining respect for human differences.
- Encourage and support reflective practitioners who monitor and adjust their practice to improve student learning.
- Support with the professional responsibilities of being a Reynold’s educator (accessing IEPs, managing goals, navigating Synergy, iVisions, etc.).

- A. The Association shall partner with the District in the selection of Mentors for the New Teacher Program. Association representatives will partner with building level admin in the selection of Mentors for the Experienced Teachers Program.
- B. New hires must be informed during the hiring process of the program and its requirements for before/after school meetings. If they are not informed, they may opt out.

C. Program Outline

<p>New Teachers Program with District Level Mentors: For 1st year teachers. The program is open to inexperienced teachers in their 2nd and 3rd year who request a mentor as space allows on a first-come basis.</p>	<p>Experienced Teachers Program with Building Level Mentors: for those who are new to RSD or experiencing a significant shift in assignment. Non-classroom new hires such as Social Workers, Counselors, SLPs, etc. may request a mentor at this level.</p>
<p>Mentees will:</p> <ul style="list-style-type: none"> ● Be assigned a mentor, who is a full-time TOSA. ● Meet once per month before/after student day. ● Receive non-evaluative classroom observation with feedback by mentor at least twice per year. ● Be granted four days’ release time to meet with their mentor for planning and preparation throughout the year. ● Be allotted up to \$500 for classroom supplies and materials ordered through the school. 	<p>Mentees will:</p> <ul style="list-style-type: none"> ● Be assigned a same-building, grade level, or content area mentor. ● Meet monthly before/after school student day. ● Be granted up to four days’ release time with mentor for planning and preparation. ● Be allotted up to \$250 for classroom supplies and materials ordered through the school.

Mentor Program Memorandum of Understanding (MOU)
 Between Reynolds School District No. 7, Multnomah County, Oregon (District) and the Reynolds
 Education Association

<ul style="list-style-type: none"> ● Attend monthly district new teacher cohort meetings. Mentees will time card meetings or be granted District paid release. 	
<p>Mentors will:</p> <ul style="list-style-type: none"> ● Be assigned up to 20 new teachers. ● Meet once per month before/after student day. Mentors can flex their daily schedule. ● Use professional judgment to provide non-evaluative feedback with at least 2 classroom observations per year. ● Offer additional supports to mentees as needed. ● Help mentees address any concerns brought forward from the mentee’s supervisor or through the evaluation cycle. ● Attend/present monthly new teacher meetings. ● Attend/present at New Teacher week. Mentors will be paid at their hourly rate for these days. ● Attend mentor training throughout the first two years. ● Train successor mentor during third year. <p>Mentors shall not:</p> <ul style="list-style-type: none"> ● Share notes/data collected with the mentee’s supervisor. ● Participate in the evaluations of mentees. ● Discuss concerns/observations (excepting legal concerns) with the mentee’s supervisor. 	<p>Mentors will:</p> <ul style="list-style-type: none"> ● Be assigned up to 2 teachers in their building. ● Meet once per month before/after school with mentee(s) after/before school to provide guidance, answer questions, and provide content/school resources. ● Be granted up to four days’ release time with each mentee for planning and preparation. ● Commit to attending orientation. <p>Mentors shall not:</p> <ul style="list-style-type: none"> ● Share notes/data collected with the mentee’s supervisor. ● Participate in the evaluations of mentees. ● Discuss concerns/observations (excepting legal concerns) with the mentee’s supervisor.

D. Mentor Guidelines:

First year teacher mentors:

- Be full-time release TOSA position for three years.
- Report to and be evaluated by Sr Director of Academics.

Mentor Program Memorandum of Understanding (MOU)

Between Reynolds School District No. 7, Multnomah County, Oregon (District) and the Reynolds Education Association

- Mentors and mentees will be paired based on level (Elementary or Secondary) when possible.
- Mentors cannot be pulled for substitute duties.
- Mentors have the “Right of Return” to their original position at the end of their Mentorship.

Experienced Teacher Mentors:

- Receive a 6% stipend for the duration of the mentorship.
- Commit to provide mentoring for one school year.

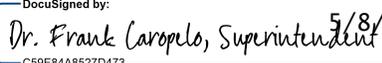
This Memorandum of Understanding (MOU) is valid for the duration of the 2024-2025 and 2025-2026 school years. By mutual agreement this MOU may be reopened to address potential needs.

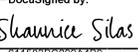
For the Association:

DocuSigned by:
 5/8/2024
548D0D6576624FC...
 Jeffrey Fuller Date
 REA President

DocuSigned by:
 5/9/2024
7A22BBDCD33043B...
 Brian Jay Date
 Bargaining Chair

For the District:

DocuSigned by:
 5/8/2024
C59E84A8527D473...
 Dr. Frank Caropelo Date
 Superintendent

DocuSigned by:
 5/8/2024
811583BC099A4B9...
 Shaunice Silas Date
 Executive Director of HR

To: Board of Directors

From: Shaunice Silas, Executive Director of Human Resources

Subject: MOU with REA for Teacher Training

Type: Action Item Report / Presentation

Policy: BBA: Board Powers and Duties

Date: May 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Reynolds School District and the Reynolds Education Association (REA) enter this Memorandum of Understanding (MOU) regarding teacher training for the purpose of supporting educators and guiding them in utilizing the various supports that are available to Reynolds teachers. The District and Association recognize the need for professional development for all employees to support educator’s transitions into the District and support educators in the development and refinement of their teaching skills.

Previous Board Action:

The Board approves all bargaining agreements and MOUs.

Financial Implications:

All funds will come from contractually negotiated tuition reimbursement funds. Actual amounts will depend on participation.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the Teacher Training MOU with REA.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Teacher Training Memorandum of Understanding (MOU)
Between Reynolds School District No. 7, Multnomah County, Oregon (District)
and the Reynolds Education Association.

This Memorandum of Understanding is hereby entered into by Reynolds School District No. 7, Multnomah County, Oregon (District) and the Reynolds Education Association for the purpose of supporting educators and guiding them in utilizing the various supports that are available to Reynolds teachers.

The District and Association recognize the need for professional development for all employees to support educators' transition into the District and support educators in the development and refinement of their teaching skills. In addition, this professional development will help educators stay current with the ever-changing educational landscape as well as promote recruitment and retention. The in-district training program will help students have a consistent learning environment and provide educators with high quality and effective strategies to make each and every student successful.

Each class will award in-district credit at a rate of 1 credit per class 10 hours of instruction. Offering in-district credit, rather than traditional college credit, provides a "soft lock" to teachers into the Reynolds School District since in-district salary schedule credits will not transfer to other districts. Classes qualify for as PDUs for TSPC licensure renewal.

Duration of MOU: July 1, 2024-June 30, 2026

Class days and time structure:

- Each class will be for a total of ten hours over four weeks. This will account for 10 hours of work, satisfying the 10:1 hours to credit formula for in-district column movement credit.
- Classes may be a mix of in-person, virtual sessions, and independent work determined by the instructor. One in-person session is required for all classes.
- Classes will be open to all certified staff.
- All asynchronous work will be uploaded on Schoology.
- Virtual class sessions will use Google Meets as provided by the District.

Class Requirements:

- All participants will be required to attend the first class meeting unless arranged with the instructor. Attendance is required at all subsequent meetings or via alternative arrangements with the instructor.
- Credits received: Each class will award 1 in-district credit for the class.
- Cost and min enrolled: The minimum enrollment will be 5 participants. The maximum enrollment will be 15 participants.
- Participants may enroll in any particular class no more than once.

Participant Tuition Cost:

- Each participant will have their tuition reimbursement account charged \$200 per course.
- The District may recover the costs of tuition from participants who fail to complete the training course or drop the course as outlined in Article 19, section B.

Instructor Requirements:

Teacher Training Memorandum of Understanding (MOU)
Between Reynolds School District No. 7, Multnomah County, Oregon (District)
and the Reynolds Education Association.

- Instructors must have completed two years' of successful service in RSD.
- When a course is rooted in a specific licensure/subject area, instructors must be licensed in that subject.
- Instructors may only teach one training course at any time.
- Provide a course syllabus to participants at the first class meeting.

Course Proposals

Instructor Pay: \$1750 Total

- Instructor: \$1500 (20 hrs @ approx. daily rate)
- Books/Supplies/Materials/Refreshments: \$250 per class

Fall & Spring Course Catalogs:

- All course proposals will be reviewed and approved by the Professional Development Committee the semester prior to being offered, by November 15th and April 15th.
- A catalog of courses will be produced ahead of each semester.

Recordkeeping:

- Each participant will receive a certificate of completion from HR that can be used for TSPC licensure renewal and salary column movement. It is the responsibility of the participant to retain their participation certificates.
- Each instructor will submit a roster to HR with participant names who successfully completed the course no later than the end of the month during which the course was completed.

Payment:

- Instructors will be paid with the first corrections payroll following HR receipt of the roster.

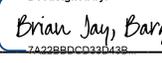
All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.

This Memorandum shall expire on June 30, 2026 and shall not set any precedent.

For the Association:

DocuSigned by:

 548D9D8676624FC...
 Jeffrey Fuller Date
 5/16/2024
 REA President

DocuSigned by:

 7A228BDC0331438...
 Brian Jay Date
 5/15/2024
 Bargaining Chair

For the District:

DocuSigned by:

 C59E84A8527D473...
 Dr. Frank Caropelo Date
 5/15/2024
 Superintendent

DocuSigned by:

 611583BC096A4B9...
 Shaunice Silas Date
 5/15/2024
 Executive Director of HR



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: May 22, 2024

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 spring 2024 batch. This is a second reading and action on the following policies:

- AC – Nondiscrimination, Required
 - Language adding the Civil Rights Coordinator
- BBF – Board Member Standards of Conduct (Version 1 or 2), Highly Recommended
 - Currently have version 1 adopted
 - Additional sentence at the beginning
 - Language change to mandatory reporting paragraph
- CBG – Evaluation of the Superintendent, Required
 - One word change: "administrative" job description to "superintendent's" job description
- CCG – Evaluation of Administrators, Required
 - Clarification changes
- DFG: Income from Program-Related Sales and Services
 - Change to legal references only
- DG: Depository of Funds
 - Change to legal references only
- DGA: Authorized Signers
 - Change to legal references only
- DI: Fiscal Accounting and Reporting
 - Change to legal references only
- DIC: Financial Reports and Statements
 - Change to legal references only
- DID: Property Inventories
 - Changes the word "board" to "district"

DIE: Audits

- Change to legal references only

DJG: Vendor Relations

- Word changes "salesman" to "sales representative"

DM: Cash in District Buildings

- Change to legal references only

EBCA – Safety Threats**, Required, New

- New policy – required by law

GBN/JBA – Sexual Harassment, Required (same policy as JBA/GBN)

- Change to assault definition

GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements**, Required (same policy as JHFE/GBNAB)

- Change to mandatory reporting

GBNAB/JHFE-AR(1) – Reporting of Suspected Abuse of a Child, Required (same policy as JHFE/GBNAB-AR)

- Changes to mandatory reporting

IGBAG – Special Education – Procedural Safeguards**, Required

- Adds access to records section
- Spells out FAPE instead of just using acronym

JBA/GBN – Sexual Harassment, Required (same policy as GBN/JBA)

- Change to assault definition

JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements**, Required (same policy as GBNAB/JHFE)

- Change to mandatory reporting

JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child, Required (same policy as GBNAB/JHFE-AR)

- Change to mandatory reporting

Previous Board Action:

The Board reviews and approves all policies.

Financial Implications:

Not Applicable.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve all policy updates listed above as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

OSBA Model Sample Policy

Code: AC
Adopted:

Nondiscrimination

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race¹, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

The Board designates the Executive Director of Human Resources as the district's civil rights coordinator.

The superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act and Americans with Disabilities Act Amendments Act (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments, and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district's administrative office and available on the home page of the district's website.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)

[ORS 192.630](#)

[ORS 326.051\(1\)\(e\)](#)

¹ Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021)).

[ORS 332.505](#)
[ORS 408.230](#)
[ORS 659.805](#)
[ORS 659.815](#)
[ORS 659.850 - 659.860](#)
[ORS 659.865](#)
[ORS 659A.001](#)
[ORS 659A.003](#)
[ORS 659A.006](#)

[ORS 659A.009](#)
[ORS 659A.029](#)
[ORS 659A.030](#)
[ORS 659A.040](#)
[ORS 659A.103 - 659A.145](#)
[ORS 659A.230 - 659A.233](#)
[ORS 659A.236](#)
[ORS 659A.309](#)
[ORS 659A.321](#)

[ORS 659A.409](#)
[OAR 581-002-0001 – 002-0005](#)
[OAR 581-021-0045](#)
[OAR 581-021-0046](#)
[OAR 581-021-0047](#)
[OAR 581-022-2310](#)
[OAR 581-022-2370](#)
[OAR 839-003](#)

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).

~~[House Bill 2935 \(2021\)](#)~~

~~[House Bill 3041 \(2021\)](#)~~

OSBA Model Sample Policy

Code: BBF
Adopted:

Board Member Standards of Conduct (Version 1)

Individual Board members and the Board as a public entity must comply with ethics laws for public officials.

Board members will treat other Board members, the superintendent, staff and the public with dignity and courtesy and will provide an opportunity for all parties to be heard **with** due respect for their opinions.

Board members will recognize the superintendent as the chief executive officer to whom the Board has delegated administrative authority to establish regulations and oversee the implementation of Board policy.

When a Board member expresses personal opinions in public, the Board member should clearly identify the opinions as personal.

A Board member will respect the privacy rights of individuals when dealing with confidential information gained through association with the district.

A Board member will keep information and documents discussed in executive session confidential.

A Board member will not post confidential information or documents about students, staff or district business online, including but not limited to, on social media.

Board members will treat fellow Board members, staff, students and the public with respect while posting online or to social media and will adhere to Oregon Public Meetings Laws, including when communicating with other Board members via websites or other electronic means.

A Board member is a mandatory reporter of child abuse. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately make ~~an~~ **oral** a report ~~by telephone or otherwise~~ to the ~~local~~ Department of Human Services (DHS) ^[1], ~~to the designee of the department~~ or to ~~a local~~ law enforcement within the county where the person making the report is located at the time of contact.

END OF POLICY

Legal Reference(s):

[ORS 162.015 - 162.035](#)
[ORS 162.405 - 162.425](#)
[ORS 192.610 - 192.710](#)
[ORS 244.040](#)
[ORS Chapter 244](#)
[ORS 332.055](#)
[ORS 419B.005](#)

[ORS 419B.010](#)
[ORS 419B.01](#)

¹ [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

OSBA Model Sample Policy

Code: CBG

Adopted:

Evaluation of the Superintendent

{Required policy. OAR 581-022-2405 requires districts to “adopt and implement personnel policies which address...evaluation procedures.” **Review the superintendent contract** before adopting **to ensure there is no conflicting language**; modify policy as needed.}

The Board will formally evaluate the superintendent’s job performance. The evaluation will be based on the superintendent’s **administrative** job description, any applicable standards of performance, Board policy and progress in attaining any goals for the year established by the superintendent and/or the Board.

Additional criteria for the evaluation, if any, will be developed at a public board meeting prior to conducting the evaluation. The superintendent will be notified of the additional criteria prior to the evaluation.

The Board’s discussion and conferences with and about the superintendent and their performance will be conducted in an executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any district goal, objective or operation. Results of the evaluation will be written and placed in the superintendent’s personnel file.

At the Board’s discretion, it may notify the superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent’s performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent pursuant to Board policy, the superintendent’s employment contract and state law and rules. In those situations where the superintendent’s employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedent over this policy.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\), \(8\)](#)
[ORS 332.107](#)
[ORS 332.505](#)

[ORS 342.513](#)
[ORS 342.815](#)

[OAR 581-022-2405](#)

Hanson v. Culver Sch. Dist. (FDAB 1975).

OSBA Model Sample Policy

Code: CCG

Adopted:

Evaluation of Administrators

{Required Policy. OAR 581-022-2405 requires districts to “adopt and implement personnel policies which address...evaluation procedures.” Review any employment contracts before adopting to ensure there is no conflicting language. Many of the legal requirements in this policy apply only to those who meet the definition of administrator in ORS 342.815, but the district may have administrators that do not meet that definition (e.g., business manager, transportation supervisor).}

The superintendent will implement and supervise an evaluation system for administrators. The purpose of administrator evaluations is to assist an administrator with developing and strengthening professional abilities, to improve the instructional program and management of the school system, and for supervisors to make recommendations regarding their employment and/or salary status.

Evaluation and support systems established by the district must evaluate administrators on a regular cycle.

The evaluation shall be conducted according to the following guidelines:

1. Evaluative criteria for each position will be in written form and made available to the administrator;
2. Evaluations will be made by the superintendent and/or a qualified, licensed designee;
3. Evaluations will be in writing and discussed with the administrator by the person who conducts the evaluation; and
4. The administrator being evaluated will have the right to attach a memorandum to the written evaluation, and have the right of appeal through established grievance procedures, if applicable.

An administrator’s evaluation shall use the following educational leadership-administrator standards¹ adopted by the State Board of Education.

1. Visionary leadership;
2. Instructional improvement;
3. Effective management;
4. Inclusive practice;
5. Ethical leadership; and
6. Socio-political context.

¹ These standards are aligned with the Interstate School Leaders Licensure Consortium (ISLLC) and the Educational Leadership Constituents Council (ELCC) standards for Education Leadership.

Administrator evaluations shall be based on the core administrator standards adopted by the Oregon State Board of Education. The standards shall be customized based on collaborative efforts with the administrators and any exclusive bargaining representative of the administration.

Local evaluation and support systems established by the district for administrators must be designed to meet or exceed the requirements defined in the Oregon Framework for Teacher and Administrator Evaluation and Support Systems, including:

1. Four performance level ratings of effectiveness;
2. Consideration of multiple measures of administrator practice and responsibility which may include, but are not limited to:
 - a. Classroom-based assessments including observations, lesson plans and assignments;
 - b. Portfolios of evidence;
 - c. Supervisor reports; and
 - d. Self-reflections and assessments.
3. Consideration of evidence of student academic growth and learning based on multiple measures of student progress including performance data of students, schools and districts that is both formative and summative. Evidence may also include other indicators of student success;
4. A summative evaluation method for considering multiple measures of professional practice, professional responsibilities, and student learning and growth to determine the administrator's professional growth path;
5. Customized by the district, which may include individualized weighting and application of the standards.

An evaluation using the administrator standards must attempt to:

1. Strengthen the knowledge, skills, disposition and administrative practices of the administrator;
2. Refine the support, assistance and professional growth opportunities offered to the administrator, based on the individual needs of the administrator and the needs of the students, the school and the district;
3. Allow the administrator to establish a set of administrative practices and student learning objectives that are based on the individual circumstances of the administrator, including other assignments of the administrator;
4. Establish a formative growth process for each administrator that supports professional learning and collaboration with other teachers and administrators;
5. Use evaluation methods and professional development, support and other activities that are based on curricular standards and are targeted to the needs of the administrator; and
6. Address ways to help all educators strengthen their culturally responsive practices.

The superintendent shall regularly report to the Board on the implementation of the evaluation and support systems and educator effectiveness.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\),\(8\)](#)

[ORS 332.505](#)

[ORS 342.120](#)

[ORS 342.815](#)

[ORS 342.850](#)

[ORS 342.856](#)

[OAR 581-022-2405](#)

[OAR 581-022-2410](#)

[OAR 581-022-2420](#)

Hanson v. Culver Sch. Dist. (FDAB 1975).



Code: DFG
Adopted: 7/15/10
Orig. Code: DFG

Income from Program-Related Sales and Services

Certain professional-technical activities allow students to charge the public for goods and services. These activities are designed for educational purposes and not to compete with community businesses.

Charges for work performed and goods sold through these activities will be kept current with costs for the service or item.

Money collected will be deposited in the student body fund account.

END OF POLICY

Legal Reference(s):

[ORS 294.305 to -294.565](#)

Corrected 1/24/24



Code: DG
Adopted: 7/15/10
Orig. Code: DG

Depository of Funds

The Board will, at its annual organizational meeting following July 1, or at other times deemed necessary by the Board, designate one or more banks which meet district, state and federal guidelines as official depositories for district funds.

END OF POLICY

Legal Reference(s):

[ORS 294.805 to -294.895](#)

[ORS 328.441](#)

[ORS 328.445](#)

Corrected 1/24/24



Code: DGA
Adopted: 7/15/10
Orig. Code: DGA

Authorized Signatures

The Board will, at its annual organizational meeting following July 1 or at other times deemed necessary by the Board, authorize the district clerk and/or deputy clerk or other individuals designated by the superintendent to sign district checks. The Board may authorize the use of facsimile signatures by those persons authorized to sign district checks.

END OF POLICY

Legal Reference(s):

[ORS 294.120](#)

[ORS 328.441](#)

[ORS 328.445](#)

Corrected 1/24/24



Code: DI
 Adopted: 7/15/10
 Orig. Code: DI

Fiscal Accounting and Reporting

Accounting procedures shall show a detailed and meaningful analysis of both receipts and expenditures. This analysis should be adequate for study and evaluation by the Board and school management, and will serve as a basis to make financial and related educational decisions, to formulate future plans, to safeguard public funds and to ensure adequate financial accountability.

Payment on all district accounts, including the general fund and special accounts, shall operate according to established accounting procedures.

All cash received is to be properly receipted and ~~Money received~~ shall be placed in deposit.

The superintendent or designee shall be the lawful custodial officer of all district funds and shall demand receipt for, and safely keep according to law, all bonds, mortgages, notes, moneys, effects, books and papers belonging to the district. Funds may be commingled in the depository so long as they are budgeted and accounted for separately.

From time-to-time, funds may become available to the district prior to the time they are needed to offset current expenditures. The custodial officer shall forward all such receipts to the Local Government Investment Pool or other investment instrument as authorized by the district’s investment policies. Funds that are not currently needed for the operation of the district will be invested with the interest from these funds being credited to the same account as that to which the invested funds revert.

END OF POLICY

Legal Reference(s):

[ORS 294.305 to -294.565](#)

[OAR 581-023-0035](#)

OR. DEP’T OF EDUC, PROGRAM BUDGET AND ACCOUNTING MANUAL.

Corrected 1/24/24



Code: DIC
 Adopted: 7/15/10
 Orig. Code: DIC

Financial Reports and Statements

The Board will receive a monthly financial reports that include estimates of expenditures for the general fund in comparison to budget appropriations, actual receipts in comparison to budget estimates and the district’s overall cash condition. Supplementary reports on other funds or accounts will be furnished upon request of the Board or superintendent.

The Board may receive a preaudit report from the district’s auditor recapping the year-end closure of financial statements prior to the annual audit.

Appropriate staff will be available at any Board meeting, upon the Board’s request, to respond to questions and to present current financial information. The superintendent will notify the Board at any time of substantial deviations in the anticipated revenues and/or expenditures.

END OF POLICY

Legal Reference(s):

ORS 294.155	ORS 328.465	OAR 162-010-0000 to -0330
ORS 294.311	ORS 332.105	OAR 162-040-0000 to -0160
ORS Chapter 297		OAR 581-023-0037

OR. DEP’T OF EDUC, PROGRAM BUDGET AND ACCOUNTING MANUAL.

Corrected 1/24/24



Code: DID
Adopted: 7/15/10
Orig. Code: DID

Property Inventories

The district will maintain an inventory of all fixed assets in accordance with governmental accounting standards. The district's inventory will be updated annually to include property newly purchased and disposed.

Fixed assets includes all district-owned property such as land, buildings, improvements to property other than buildings (i.e., parking lots, athletic fields, playgrounds, etc.) and equipment with a value greater than \$5,000 as defined by the *Program Budget and Accounting Manual*, published by the Oregon Department of Education.

Current records shall be maintained for the receipt, distribution/disposal and inventory of commodity foods as required by federal law.

The Board-district may authorize the employment of an appraisal company to assist with the inventory procedure.

END OF POLICY

Legal Reference(s):

[ORS 332.155](#)

OR. DEP'T OF EDUC, PROGRAM BUDGET AND ACCOUNTING MANUAL.

Corrected 1/24/24



Code: DIE
Adopted: 3/09/11
Revised/Readopted: 6/14/17
Orig. Code: DIE

Audits

An audit of all district accounts will be made annually by an accountant selected by the Board from the roster of authorized municipal accountants maintained by the Oregon Board of Accountancy. The audit examination will be conducted in accordance with minimum auditing standards established by the Secretary of State.

Every five years the Board will review the contract with the audit firm and, if necessary, solicit request for proposals from authorized municipal accountants.

A copy of the audit report will be presented to the Board. The superintendent will submit a copy of the audit report to the Oregon Department of Education and to the Oregon Secretary of State, Audit Division.

END OF POLICY

Legal Reference(s):

[ORS 294.155](#)

[ORS Chapter 297](#)

[ORS 327.137](#)

[ORS 328.465](#)

[OAR 162-010-0020\(11\)](#)

[OAR 581-023-0037](#)

Corrected 1/24/24



Code: DJG
Adopted: 7/15/10
Revised/Readopted: 6/14/17; 6/22/22
Orig. Code: DJG

Vendor Relations

The district welcomes business and bids from all eligible vendors. International vendors are not considered eligible vendors. Preferential treatment will not be extended to any vendor. Orders will be placed on the basis of quality, price and delivery, with past services being a factor if other considerations are equal.

Salesmen representatives or agents may not solicit staff members during hours when students are present. The superintendent may allow sales representatives or agents of educational products to contact staff members at times that will not interfere with the educational program.

Advertising is not allowed in the district unless it is approved by the superintendent. No district employee will receive compensation of any kind from any vendor for the sale of supplies or services.

END OF POLICY

Legal Reference(s):

[ORS 244.040](#)

[ORS Chapters 279A, 279B and 279C](#)

[ORS 332.107](#)

Corrected 1/24/24



Code: DM
Adopted: 3/09/11
Readopted: 6/14/17
Orig. Code: DM

Cash in District Buildings

Money collected within school buildings will be taken to the building’s designated depository when the sum accumulated in any one day by a class, a teacher or others at any school exceeds \$25.

Accumulated cash maintained in school buildings overnight must follow the guidelines of the financial procedures manual.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Corrected 1/24/24

OSBA Model Sample Policy

Code: EBCA

Adopted:

Safety Threats**

{Required policy. Requirement for policy comes from ORS 339.324 which outlines actions of a school district when a safety threat action has occurred.}

“Safety threat action” means a lockdown, lockout, shelter in place or evacuation that: (a) is initiated by a school in response to a safety threat; and (b) is not a planned drill.

When a school or the district initiates a safety threat action, the school or district shall issue an electronic communication as expediently as possible and not later than 24 hours after initiation of the safety threat action. The communication will be issued in culturally appropriate languages to effectively communicate with parents and guardians of students attending the school at which the safety threat action occurred.

The communication must include:

1. A general description of the issue that caused the safety threat action to be taken;
2. The duration of time the safety threat action was taken, from when the action was initiated until when it concluded;
3. Actions taken by the school or district to resolve the situation that caused the safety threat action and actions taken to protect student safety; and
4. An explanation of how the situation was resolved.

The communication shall be provided in a manner which communicates relevant facts and details as may be necessary or useful for parents and guardians to understand any potential threats to student safety, and to assist parents and guardians in helping students understand and mentally process the incident and any resulting trauma.

A communication will also be issued to employees of the school at which the safety threat action occurred, and must include the same information as above and any additional information as may be permitted by relevant confidentiality and privacy requirements.

The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)

[ORS 332.107](#)

[ORS 339.324](#)

OSBA Model Sample Policy

Code: GBN/JBA

Adopted:

Sexual Harassment

{Required policy. The requirement for this policy comes from ORS 342.700 et. al., OAR 581-021-0038 and federal Title IX laws.}

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties¹ shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive, or hostile environment.

¹ "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

3. Assault when sexual contact occurs without ~~the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats~~ consent².

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's actions, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the building principal or the following individual:

Name	Position	Phone	Email
Shaunice Silas	Executive Director of Human Resources	503.661.7200	ssilas@rsd7.net

This individual is responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX coordinator. *See* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

² "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint,

reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person³ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include⁴:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;

³ Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

⁴ Remember confidentiality laws when providing any information.

7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
 - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district’s drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students’ parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district’s education program or activity⁵;
3. “Sexual assault”: an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. “Dating violence”: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;

⁵ “Education program or activity” includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs.” (Title 34 C.F.R. § 106.44(a))

5. “Domestic violence”: felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction; or
6. “Stalking”: engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person’s own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district’s treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX coordinator receiving the person’s verbal or written report. The report can be made at any time.

The Executive Director of Human Resources is designated as the Title IX coordinator. The Title IX coordinator will coordinate the district’s efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁶ The district shall treat complainants and respondents equitably by providing supportive measures⁷ to the complainant and by following a grievance procedure⁸ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX coordinator is responsible for coordinating the effective implementation of supportive measures.

⁶ (Title 34 C.F.R. § 106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁷ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.⁷ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

⁸ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

The Title IX coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.⁹

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹⁰ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

No Retaliation

Neither the district or any person may retaliate¹¹ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX coordinator shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

⁹ The Title IX coordinator may also discuss that the Title IX coordinator has the ability to file a formal complaint.

¹⁰ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

¹¹ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

Legal Reference(s):

[ORS 243.706](#)
[ORS 332.107](#)
[ORS 342.700](#)
[ORS 342.704](#)
[ORS 342.708](#)

[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)

[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

OSBA Model Sample Policy

Code: GBNAB/JHFE
Adopted:

Suspected Abuse of a Child Reporting Requirements**

{Required policy. ORS 339.372 requires school boards to adopt policy on reporting of suspected child abuse.}

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall ~~orally report or cause an oral report~~ immediately ~~by telephone or otherwise to the local office of~~ make a report to the Oregon Department of Human Services (DHS) ~~or its designee~~ through the centralized child abuse reporting system² or to ~~the~~ a law enforcement agency within the county where the person making the report is located at the time of the contact ~~pursuant to Oregon Revised Statute (ORS) 419B.010~~. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made~~ in the same manner described above ~~to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010~~.

~~If known, t~~The report shall ~~must~~ contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors⁴, agents⁵, volunteers⁶, or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulations.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the Oregon Department of Human Services (DHS) or its designee~~ through its centralized child abuse reporting system or ~~the local~~ to a law enforcement agency ~~pursuant to ORS 419B.015~~, and to ~~the~~ a designated licensed administrator.

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

³ "Person" could include adult, student or other child.

⁴ "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

⁵ "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁶ "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

The district will designate a licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the Executive Director of Human Resources who shall also report to the Board chair.

The district will post the names and contact information of the designees for each school building, in the respective school, designated to receive reports of suspected abuse and the procedures in GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for making a report to ~~local~~ law enforcement ~~and~~ or the ~~local~~ centralized child abuse reporting system of DHS ~~office or its designee~~, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, ~~or its designee~~, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the district as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the obligations of district employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

The district shall provide to a district employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail, using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is prohibited.

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

END OF POLICY

Legal Reference(s):

[ORS 339.370 - 339.400](#)
[ORS 418.257 - 418.259](#)

[ORS 419B.005 - 419B.050](#)

[OAR 581-022-2205](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).
~~Senate Bill 51 (2021).~~

OSBA Model Sample Policy

Code: GBNAB/JHFE-AR(1)

Revised/Reviewed:

Reporting of Suspected Abuse of a Child

{Required administrative regulation. ORS 339.372 requires school boards to have procedures for reporting on, and responding to reports of, suspected abuse of a child.}

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse¹ shall ~~orally make a report or cause an oral report~~ immediately ~~by telephone or otherwise to the local office of the~~ to the Oregon Department of Human Services (DHS) ~~or its designee~~ through the centralized child abuse reporting system² or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made~~ in the same manner ~~to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the DHS or its designee~~ through its centralized child abuse reporting system ~~or the local~~ to a law enforcement agency ~~pursuant to ORS 419B.015~~, and to ~~the~~ a designated licensed administrator or alternate licensed administrator for their school building.

~~If known, t~~The report shall ~~must~~ contain, ~~if known,~~ the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the Executive Director of Human Resources who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report;

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

³ "Person" could include adult, student or other child.

date and time that the report was made; and name of district administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student’s educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave⁴ and take necessary actions to ensure the student’s safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not been violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor, agent or volunteer, the district shall prohibit the contractor, agent or volunteer from providing services to the district. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated⁵ and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement, if applicable, or through an appeal process administered by a neutral third party.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Definitions

1. Oregon law ~~recognizes these and other types of abuse~~ defines “abuse” in ORS 419B.005(1):
 - a. — Physical;

⁴ The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

⁵ The district will investigate all reports of suspected abuse, unless otherwise requested by DHS ~~or its designee~~ or law enforcement pursuant to law.

- ~~b. — Neglect;~~
- ~~c. — Mental injury;~~
- ~~d. — Threat of harm;~~
- ~~e. — Sexual abuse and sexual exploitation.~~

2. “Child” means an unmarried person who is under 18 years of age or is ~~under 21 years of age and residing in or receiving care or services at a child-caring agency~~ a child in care, as defined in ORS 418.257.
3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by ~~this policy~~ or this administrative regulation, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator’s refusal to sign the form. If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;
3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend their investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

OSBA Model Sample Policy

Code: IGBAG

Adopted:

Special Education - Procedural Safeguards**

Procedural Safeguards – General

A district ensures that students with disabilities and their families are afforded their procedural safeguards related to:

1. Access to students' educational records;
2. Parent and adult student participation in special education decisions;
3. Transfer of rights to students who have reached the age of majority;
4. Prior written notice of proposed district actions;
5. Consent for evaluation and for initial placement in special education¹;
6. Independent educational evaluation;
7. Dispute resolution through mediation, state complaint investigation, resolution sessions and due process hearings;
8. Discipline procedures and protections for students with disabilities, including placements related to discipline;
9. Placement of students during the pendency of due process hearings;
10. Placement of students by their parents in private schools;
11. Civil actions; and
12. Attorney's fees.

Procedural Safeguards Notice

The district provides to parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education, at least once per year and upon initial referral or parent request for special

¹ If, at any time subsequent to the initial provision of special and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the district: 1) may not continue to provide special education and related services to the child, but must provide prior written notice before ceasing the provision of special education and related services; 2) may not use mediation or due process procedures to obtain an agreement or ruling that the services may be provided to the child; 3) the district will not be considered to be in violation of the requirement to make a free appropriate public education (FAPE) available to the child because of the failure to provide the child with further special education and related services; and 4) the district is not required to convene an individualized education program (IEP) team meeting or develop an IEP for the child for further provision of special education or related services.

education evaluation and when the parent requests a copy. The district also gives a copy to the student at least a year before the student's 18th birthday or upon learning that the student is considered emancipated.

The district provides the *Procedural Safeguards Notice* in the parent's native language or other mode of communication unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that the notice is translated orally or by other means understandable to the parent and that the parent understands the content of the notice. The district maintains written evidence that it meets these requirements.

Parent or Adult Student Meeting Participation

1. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, IEP and educational placement of the student, and the provision of a **free appropriate public education (FAPE)** to the student.
2. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:
 - a. States the purpose, time and place of the meeting and who is invited to attend;
 - b. Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
 - c. Advises that the team may proceed with the meeting even if the parents are not in attendance;
 - d. Advises the parents or adult students who to contact before the meeting to provide information if they are unable to attend; and
 - e. Indicates if one of the meeting's purposes is to consider transition services or transition services needs. If so:
 - (1) Indicates that the student will be invited; and
 - (2) If considering transition services, identifies any agencies invited to send a representative (with parent or adult student consent).
3. The district takes steps to ensure that one or both parents of a child with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:
 - a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - b. Scheduling the meeting at a mutually agreed upon time and place.
4. If neither parent can attend, the district will use other methods to ensure an opportunity to participate, including, but not limited to, individual or conference phone calls or home visits.
5. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.

Access to Records

A parent is entitled at any reasonable time to examine all of the records of the district pertaining to the identification, evaluation and educational placement of their child and the provision of FAPE to their child. Records must be provided without undue delay, which may not exceed 10 business days, as defined

in ORS 192.311, from the date of the request for the records. Records may be redacted only to the extent necessary to protect personally identifiable information of other children unless disclosure is authorized by law or court order.

END OF POLICY

Legal Reference(s):

[ORS 343.155](#)

[ORS 343.165](#)

[ORS 343.173](#)

[ORS 343.177](#)

[ORS 343.181](#)

[OAR 581-001-0005](#)

[OAR 581-015-2000](#)

[OAR 581-015-2030](#)

[OAR 581-015-2090](#)

[OAR 581-015-2095](#)

[OAR 581-015-2190](#)

[OAR 581-015-2195](#)

[OAR 581-015-2305](#)

[OAR 581-015-2310](#)

[OAR 581-015-2325](#)

[OAR 581-015-2330](#)

[OAR 581-015-2345](#)

[OAR 581-015-2360](#)

[OAR 581-015-2385](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.300, 300.500 - 300.505, 300.515, 300.517.

OSBA Model Sample Policy

Code: JBA/GBN

Adopted:

Sexual Harassment

{Required policy. The requirement for this policy comes from ORS 342.700 et. al., OAR 581-021-0038 and federal Title IX laws.}

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties¹ shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive, or hostile environment.

¹ "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

3. Assault when sexual contact occurs without ~~the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats~~ consent².

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's actions, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the building principal or the following individual:

Name	Position	Phone	Email
Shaunice Silas	Executive Director of Human Resources	503.661.7200	ssilas@rsd7.net

This individual is responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX coordinator. *See* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

² "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint,

reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person³ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include⁴:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;

³ Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

⁴ Remember confidentiality laws when providing any information.

7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
 - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district’s drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students’ parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district’s education program or activity⁵;
3. “Sexual assault”: an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. “Dating violence”: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;

⁵ “Education program or activity” includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs.” (Title 34 C.F.R. § 106.44(a))

5. “Domestic violence”: felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction; or
6. “Stalking”: engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person’s own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district’s treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX coordinator receiving the person’s verbal or written report. The report can be made at any time.

The Executive Director of Human Resources is designated as the Title IX coordinator. The Title IX coordinator will coordinate the district’s efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁶ The district shall treat complainants and respondents equitably by providing supportive measures⁷ to the complainant and by following a grievance procedure⁸ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX coordinator is responsible for coordinating the effective implementation of supportive measures.

⁶ (Title 34 C.F.R. § 106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁷ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.⁷ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

⁸ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

The Title IX coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.⁹

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹⁰ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

No Retaliation

Neither the district or any person may retaliate¹¹ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX coordinator shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

⁹ The Title IX coordinator may also discuss that the Title IX coordinator has the ability to file a formal complaint.

¹⁰ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

¹¹ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

Legal Reference(s):

[ORS 243.706](#)
[ORS 332.107](#)
[ORS 342.700](#)
[ORS 342.704](#)
[ORS 342.708](#)

[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)

[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

OSBA Model Sample Policy

Code: JHFE/GBNAB
Adopted:

Suspected Abuse of a Child Reporting Requirements**

{Required policy. ORS 339.372 requires school boards to adopt policy on reporting of suspected child abuse.}

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall ~~orally report or cause an oral report~~ immediately ~~by telephone or otherwise to the local office of~~ make a report to the Oregon Department of Human Services (DHS) ~~or its designee~~ through the centralized child abuse reporting system² or to ~~the~~ a law enforcement agency within the county where the person making the report is located at the time of the contact ~~pursuant to Oregon Revised Statute (ORS) 419B.010~~. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made~~ in the same manner described above ~~to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010~~.

~~If known, t~~The report shall ~~must~~ contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors⁴, agents⁵, volunteers⁶, or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulations.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the Oregon Department of Human Services (DHS) or its designee~~ through its centralized child abuse reporting system or ~~the local~~ to a law enforcement agency ~~pursuant to ORS 419B.015~~, and to ~~the~~ a designated licensed administrator.

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

³ "Person" could include adult, student or other child.

⁴ "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

⁵ "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁶ "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

The district will designate a licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the Executive Director of Human Resources who shall also report to the Board chair.

The district will post the names and contact information of the designees for each school building, in the respective school, designated to receive reports of suspected abuse and the procedures in GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for making a report to ~~local~~ law enforcement ~~and~~ or the ~~local~~ centralized child abuse reporting system of DHS ~~office or its designee~~, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, ~~or its designee~~, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the district as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the obligations of district employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

The district shall provide to a district employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail, using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is prohibited.

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

END OF POLICY

Legal Reference(s):

[ORS 339.370 - 339.400](#)
[ORS 418.257 - 418.259](#)

[ORS 419B.005 - 419B.050](#)

[OAR 581-022-2205](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).
~~Senate Bill 51 (2021).~~

OSBA Model Sample Policy

Code: JHFE/GBNAB-AR(1)

Revised/Reviewed:

Reporting of Suspected Abuse of a Child

{Required administrative regulation. ORS 339.372 requires school boards to have procedures for reporting on, and responding to reports of, suspected abuse of a child.}

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse¹ shall ~~orally make a report or cause an oral report~~ immediately ~~by telephone or otherwise to the local office of the~~ to the Oregon Department of Human Services (DHS) ~~or its designee~~ through the centralized child abuse reporting system² or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made~~ in the same manner ~~to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the DHS or its designee~~ through its centralized child abuse reporting system ~~or the local~~ to a law enforcement agency ~~pursuant to ORS 419B.015~~, and to ~~the~~ a designated licensed administrator or alternate licensed administrator for their school building.

~~If known, t~~The report shall ~~must~~ contain, ~~if known~~, the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the Executive Director of Human Resources who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report;

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

³ "Person" could include adult, student or other child.

date and time that the report was made; and name of district administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student’s educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave⁴ and take necessary actions to ensure the student’s safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not been violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor, agent or volunteer, the district shall prohibit the contractor, agent or volunteer from providing services to the district. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated⁵ and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement, if applicable, or through an appeal process administered by a neutral third party.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Definitions

1. Oregon law ~~recognizes these and other types of abuse~~ defines “abuse” in ORS 419B.005(1):
 - a. — Physical;

⁴ The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

⁵ The district will investigate all reports of suspected abuse, unless otherwise requested by DHS ~~or its designee~~ or law enforcement pursuant to law.

- ~~b. — Neglect;~~
- ~~c. — Mental injury;~~
- ~~d. — Threat of harm;~~
- ~~e. — Sexual abuse and sexual exploitation.~~

2. “Child” means an unmarried person who is under 18 years of age or is ~~under 21 years of age and residing in or receiving care or services at a child-caring agency~~ a child in care, as defined in ORS 418.257.
3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by ~~this policy~~ or this administrative regulation, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

4. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator’s refusal to sign the form. If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with district procedures;

5. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;
6. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;
7. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend their investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

To: Board of Directors

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

Subject: Postponement of K-12 Science Instructional Materials

Type: Action Item Report / Presentation

Policy: IIA: Instructional Resources/Instructional Materials

Date: May 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

In the fall of the 2023-2024 school year, the Oregon Department of Education (ODE) released the approved list of instructional materials required by ORS 337.120 (district school board adoption of list and use of approved textbooks and instructional materials) for K-12 Science.

Schools districts have the option to postpone the adoption of instructional materials (OAR 581-022-2360) for a given core subject area for up to two years. In order to postpone the adoption, a school district must submit an application to ODE with Board approval.

An approved postponement by both the District's school board and the ODE also waives OAR 581-022-2355 (instructional materials adoption) requirements for up to two years.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board postpone the adoption of K-12 Science instructional materials for up to the next two years and approve the submission of a postponement application to ODE.
- 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.

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Resolution Action

Type: Action Item Report / Presentation

Policy: KAA: Community Relations

Date: May 22, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

The following resolutions were read into the record earlier in the meeting.

- A. Resolution 2023-2024-027 LGBTQ2SIA+ Pride Month
- B. Resolution 2023-2024-028 National Immigrant Heritage Month and World Refugee Day

Previous Board Action:

The Board takes action on all resolutions.

Financial Implications:

Not Applicable.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board adopt Resolutions 2023-2024 -027 and -028.
- 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.

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: May 22, 2024

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:

- A. Individual Board Member Reports or Announcements
- B. Student Board Rep Announcements
- C. Upcoming Board Meetings
 - a. Business Meeting: June 26, 2024 (VIRTUAL ONLY)
- D. Board Discussion

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: Adjournment of Meeting

Type: Action Item Report / Presentation

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

Date: May 22, 2024

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 Board Chair will adjourn the meeting.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.