



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**

November 20, 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 November 20, 2024 Agenda	
	C. Pledge of Allegiance	
	D. Land Acknowledgement	5
	E. Mission and Vision	6
III.	6:10p - Recognition	7
	A. Student Recognition: Hartley Elementary	
IV.	6:15p - High School Student Report	8
V.	6:20p - Public to be Heard	9
	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.	6:40p - Bargaining Group Updates	10
VII.	6:50p - Presentation to the Board	
	A. RPA Refinance Request	11
	B. Nutrition Goal	18
	C. Communications Goal	29
	D. Integrated Guidance Annual Report	38
VIII.	7:30p - Superintendent's Reports	50
	A. Announcements/Reports	
	B. Financial Report	51
	C. Enrollment Report	52
IX.	7:45p - Consent Agenda	56
	A. Approval of Personnel Order	

	B. Approval of Prior Meeting Minutes	57
	C. ODE Grant for IDEA Extended Assessment	59
	D. RHS Boys Basketball Overnight Field Trip to Medford, Oregon	88
X.	7:50p - Action Items	
	A. Enterprise Zones Resolution	96
	B. Construction Excise Tax Resolution	99
	C. 2024-2026 Collective Bargaining Agreement with Reynolds Education Association	109
	D. OSBA Elections	230
XI.	8:10p - Board Announcements and Discussion	269
	A. Individual Board Members - Announcements and Reports	
	B. Upcoming Board Meetings	
XII.	8:20p - Adjourn	270



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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: November 20, 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.



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

To: Board of Directors
From: Frank Caropelo, Superintendent
Subject: Call to Order
Type: Action Item Report / Presentation
Policy: BDDF: Conduct of Board Meetings
Date: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Roll Call:

- Position 1: Director Aaron Muñoz
- Position 2: Vice Chair Joyce Rosenau
- Position 3: Chair Michael Reyes
- Position 4: Director Cayle Tern
- Position 5: Director Patty Carrera
- Position 6: Director Ana Gonzalez Muñoz
- Position 7: Director Francisco Ibarra

Motion to Approve Agenda:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the November 20, 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 Acknowledgement

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 students⁵, 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: Recognition

Type: Action Item Report / Presentation

Policy: KAA: Community Relations

Date: November 20, 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 will recognize a student from Hartley Elementary School.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Student Report

Type: Action Item Report / Presentation

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

Date: November 20, 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:

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

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

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: 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: November 20, 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.



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Bargaining Group Updates

Type: Action Item Report / Presentation

Policy: BD/BDA: Board Meetings

Date: November 20, 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.



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: RPA Charter Amendment

Type: Action Item Report / Presentation

Policy: BBA: Board Powers and Duties

Date: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Rockwood Preparatory Academy is planning to refinance their outstanding loans used to purchase their facilities and complete some improvement projects. The lender, NBH Bank, requires that the Charter School Agreement be amended to provide that the District will forward the monthly loan payments directly to a trustee from the passthrough funds due to Rockwood under the current agreement.

This change does not constitute a substantial change to the charter agreement so Board action is not required.

Previous Board Action:

Not Applicable.

Financial Implications:

None. The loan payments will be deducted from RPA’s monthly state schools fund passthrough amount. RPA agrees to hold the District harmless for any fees, late charges, etc. incurred by the District and any such fees would be deducted from the passthrough amount.

Motion:

Not Applicable.

**AMENDMENT TO CHARTER SCHOOL AGREEMENT
DATED JUNE 26, 2024**

between

**THE BOARD OF EDUCATION OF REYNOLDS SCHOOL DISTRICT #7
and
KNOVA LEARNING OREGON
DBA ROCKWOOD PREPARATORY ACADEMY**

THIS AMENDMENT TO CHARTER SCHOOL AGREEMENT DATED JUNE 26, 2024 (“**Amendment**”) is made and entered into effective as of [DATE], 2024, by and between the Board of Education of Reynolds School District #7 (the “**District**”) and Knova Learning Oregon dba Rockwood Preparatory Academy (the “**Corporation**”).

RECITALS

WHEREAS, the District and the Corporation have entered into a Charter School Agreement dated June 26, 2024, for operation of the KNOVA Reynolds Public Charter School (the “**Charter School**”) for the period commencing June 26, 2024, through June 30, 2034 (the “**Charter Agreement**”) pursuant to Oregon Revised Statutes (“**ORS**”) Chapter 338; and

WHEREAS, the Charter Agreement amends and restates the Charter School Agreement dated June 24, 2020, between the District and the Corporation; and

WHEREAS, on June 16, 2022, the Corporation executed a Promissory Note to Portland Charter Partners, an Oregon nonprofit corporation, in the aggregate principal amount of \$3,575,000 (the “**Note**”) to finance the acquisition of facilities located at 740 SE 182nd Avenue, Portland, Oregon 97233 (the “**Facilities**”); and

WHEREAS, the Corporation now desires to (i) refinance the Facilities, and (ii) finance improvements to and equipping of the Facilities, (iii) pay capitalized interest, if desirable, and (iv) pay related financing costs of issuance (the “**Project**”); and

WHEREAS, the Project is expected to be financed and refinanced with a loan to the Corporation (the “**Loan**”) from the proceeds of the Public Finance Authority Charter School Revenue Bond (Knova Learning Oregon dba Rockwood Preparatory Academy Project) 2024 Series A (Tax-Exempt) and Series 2024 Series B (Federally Taxable) (the “**Bond**”) dated [_____, 2024], and issued by the Public Finance Authority, a unit of government and a body corporate and politic duly organized under the laws of the State of Wisconsin (the “**Issuer**”), pursuant to an indenture by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the “**Bond Trustee**”), which Loan will be evidenced by a loan agreement between the Issuer and the Corporation (the “**Loan Agreement**”). The Loan payments to be made by the Corporation under the Loan Agreement are referred to herein as the “**Loan Payments**,” and

WHEREAS, the Issuer has no obligation to pay the Bond except out of the Loan Payments; and

WHEREAS, the Corporation has advised the District that the Bond lender, NBH Bank, has requested as a condition of financing and refinancing the Project that the Charter Agreement be amended to provide that the District pay the Bond Trustee directly such amounts for the Loan Payments as set forth in Schedule I hereto, and disburse the balance of the amounts to which the Corporation is then entitled under the Charter Agreement to the Corporation; and

WHEREAS, the District is willing to provide direct payments to the Bond Trustee for the Loan Payments before distributing the balance to the Corporation provided that the District does not assume any liability with respect to the Corporation's obligation to repay the Loan; and

WHEREAS, Section 19.3 of the Charter Agreement provides that the Charter Agreement may be modified or amended only by written agreement between the Corporation and the District Superintendent (or designee) or District Board; and

WHEREAS, capitalized terms use but not defined herein shall have the meaning assigned in the Charter Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Subsections (f), (g), and (h) are hereby added to Section **12.2.2 Calculating ADMw and Funding** of the Charter Agreement as follows:

“(f) The District shall distribute the amounts to which the Corporation is then entitled under this Charter Agreement (the “Corporation Distribution”) as follows:

- (i) to the Bond Trustee, the lesser of (a) the entire Corporation Distribution, or (b) an amount equal to the next monthly Loan Payment that is due under the Bond, as described in Schedule 1 attached to the Amendment to Charter Agreement effective as of [____], 2024, by and between the District and the Corporation in accordance with payment instructions provided in writing to the District by the Bond Trustee; and
- (ii) to the Corporation, the remainder of the Corporation Distribution, if any, after distribution of the amounts described above in clause (f)(i) of this Section 12.2.2.

(g) As used herein, “Bond” means the Public Finance Authority Charter School Revenue Bond (Knova Learning Oregon dba Rockwood Preparatory Academy Project) 2024 Series A (Tax-Exempt) and Series 2023 Series B (Federally Taxable) [dated _____, 2024], and issued by the Public Finance Authority, a unit of government and a body corporate and politic duly organized under the laws of the State of Wisconsin

(the “Issuer”), pursuant to an indenture by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the “Bond Trustee”), which Loan will be evidenced by a loan agreement between the Issuer and the Corporation (the “Loan Agreement”). The Loan payments to be made by the Corporation under the Loan Agreement are referred to herein as the “Loan Payments.”

(h) The Corporation Distribution is subject to prior interception by the Oregon Department of Education pursuant to ORS 328.346(1)(c).”

2. Subsection (a) of Section **12.2.4 Dates of Payments by District to Charter School** of the Charter Agreement is hereby amended and restated as follows:

“(a) Pursuant to ORS 338.155(8), the District shall send payment to the Bond Trustee and the Charter School pursuant to Section 12.2.2 herein, in the percentages set out by applicable law (generally 8.33% per month but currently 16.67% in July) within 10 days after receiving payments from the State School Fund pursuant to ORS 327.095.”

3. By entering into this Amendment, the District will not and does not assume any liability to the Issuer, the Bond Trustee, the Corporation, the lender, the Bondholder, or any other entity with respect to the Bond or the Loan, including any issues related to payment of the same. Each party intends that this Amendment does not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the District and the Corporation. The District expresses no opinion about any aspect of the Bond, including the Bond and Loan terms or the Corporation’s ability to repay the Loan.

4. This Amendment is a modification to the Charter Agreement and is only intended to modify the Charter Agreement. All other provisions of the Charter Agreement not addressed in this Amendment shall remain in effect and this Amendment shall be integrated with the Charter Agreement. Nothing in this Amendment shall obligate the District to renew the Charter Agreement after the expiration of its term on June 30, 2034, nor prevent or limit the District from exercising any rights or remedies available to it under the Charter Agreement.

5. This Amendment shall be effective for so long as any portion of the Bond or Loan remain outstanding, the provisions of which shall be incorporated into any future Charter Agreement between the District and the Corporation, and shall automatically terminate on the date the Bond and Loan have been paid in full.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment to Charter Agreement as of the date first written above.

SUPERINTENDENT OF
REYNOLDS SCHOOL DISTRICT #7

By: _____
Frank Caropelo
Superintendent

DRAFT

IN WITNESS WHEREOF, the parties have executed this Amendment to Charter Agreement as of the date first written above.

KNOVA LEARNING OREGON DBA
ROCKWOOD PREPARATORY
ACADEMY

By: _____
[Name]
[Title]

DRAFT

SCHEDULE 1

Schedule of Loan Payments

DRAFT



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

To: Board of Directors

From: Wade Bakley, Chief Operations Officer

Subject: Nutrition Services Goal - Superintendent Evaluation

Type: Action Item Report / Presentation

Policy: CBG: Evaluation of the Superintendent

Date: November 20, 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:

This presentation outlines the goals for Nutrition Services, as part of the Superintendent's 2024-2025 evaluation. The goals focus on improving nutrition and student satisfaction.

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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Nutrition Superintendent Goals

Christy Foote, Director of Nutrition Services

November 20, 2024

Superintendent's Goal: Improve Nutrition and Student Satisfaction



Steps needed to incorporate less processed foods and create more homemade options

- Update standard operating procedures and menus to meet new regulations
- Improve procurement bids to incorporate less processed items
- Conduct more food safety training
- Create process for recipe development and student sampling
- Obtain student voice

Metrics of Assessment

- Track number of school meals served each month
- Conduct annual student satisfaction meal survey and focus groups
- Talk to students during meal service visits

Participation Tracking – District Wide



23-24 Totals District Wide	Daily Breakfast Average	Monthly Breakfast Totals	% of Enrollment Being Served	Daily Lunch Totals	Monthly Lunch Totals	% of Enrollment Being Served	Days of Operations	Enrollment
September	2,759	52,415	27.22%	5,386	102,332	53.14%	19	10,135
October	3,120	65,529	32.27%	5,668	119,028	58.61%	21	9,671
November	2,999	44,992	31.11%	5,493	82,401	56.97%	15	9,642
December	3,090	33,988	32.15%	5,639	62,024	58.67%	11	9,610
January	2,927	43,901	30.32%	5,368	80,513	55.60%	15	9,653
February	3,087	61,745	32.07%	5,618	112,363	58.35%	20	9,628
March	3,240	42,125	33.71%	5,815	75,589	60.49%	13	9,612
April	3,221	67,645	33.45%	5,674	119,152	58.93%	21	9,629
May	3,223	70,912	33.56%	5,648	124,256	58.80%	22	9,605
June	3,159	28,431	33.30%	²³ 5,466	49,197	57.62%	9	9,487
Totals	3,082	511,683		5,583	926,855		166	

Participation Tracking – Glenfair Elem



23-24 Totals Glenfair	Daily Breakfast Average	Monthly Breakfast Totals	% of Enrollment Being Served	Daily Lunch Totals	Monthly Lunch Totals	% of Enrollment Being Served	Days of Operations	Enrollment
September	233	4,431	52.76%	318	6,041	71.93%	19	442
October	299	6,269	68.47%	337	7,078	77.30%	21	436
November	291	4,070	66.68%	343	4,800	78.64%	14	436
December	292	3,217	66.77%	345	3,797	78.81%	11	438
January	266	3,990	61.01%	346	5,186	79.30%	15	436
February	290	5,509	66.20%	362	6,872	82.58%	19	438
March	272	3,531	60.76%	351	4,561	78.49%	13	447
April	284	5,966	63.13%	364	7,644	80.89%	21	450
May	292	6,125	63.54%	379	7,962	82.60%	21	459
June	292	2,625	63.54%	²⁴ 376	3,383	81.89%	9	459
Totals	281	45,733		352	57,324		163	



How do we
obtain student
voice?

25

Student Satisfaction Survey

Student Satisfaction Survey

- Conduct student satisfaction survey mid-spring
- Ensure available in multiple languages

Results

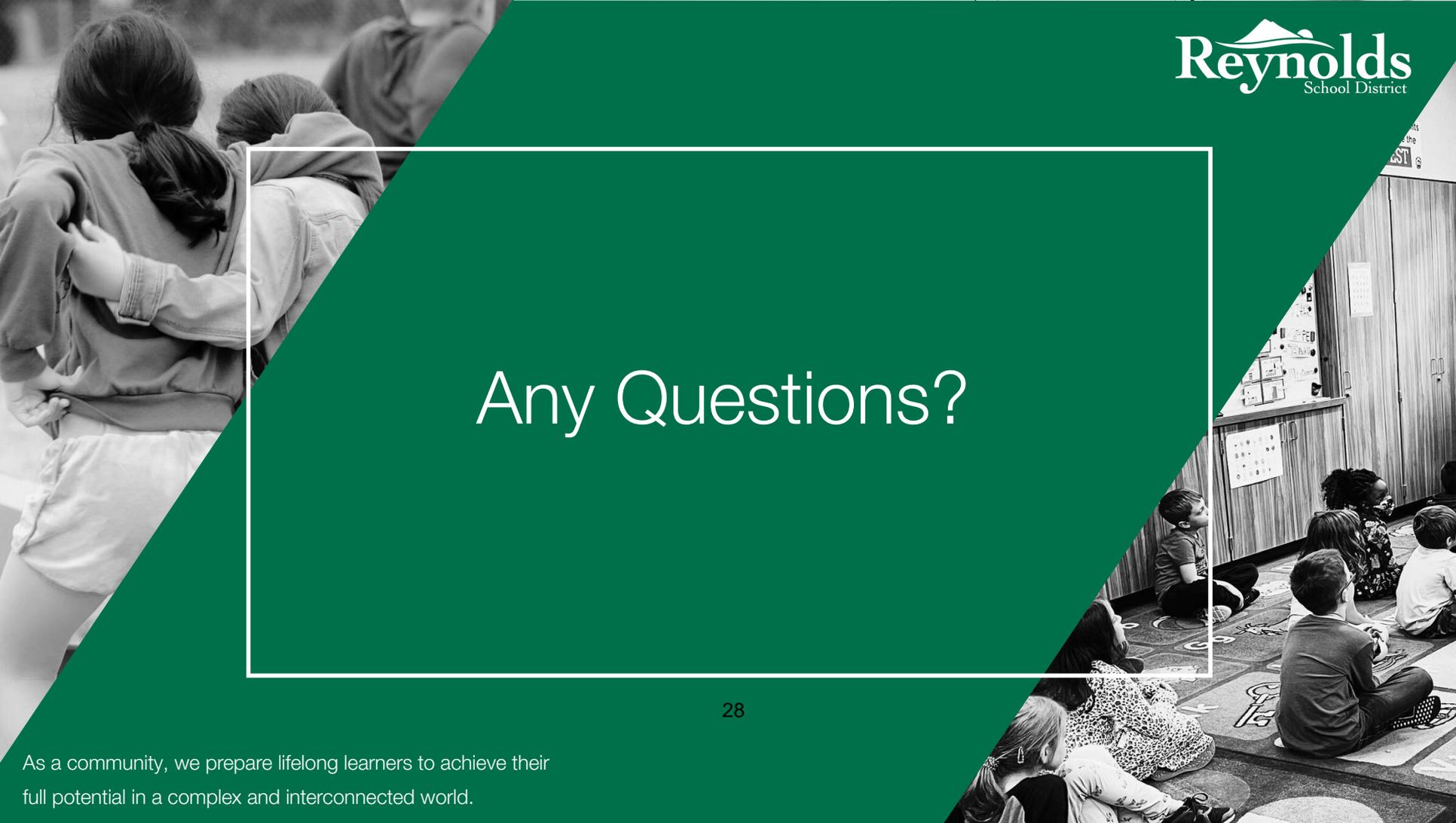
- Review results and create areas for improvement based on result themes

Action Plan

- Create action for following year's menus
- Publish results on website
- Repeat following year

Student Advisory Committee

- Re-establish high school student advisory committee
 - Current menus and new recipe ideas
 - Strategies for encouraging elementary students to make healthier food choices by high school
 - Reduction of sugar and sodium
 - Action plan for following year's menus
- Opportunity for middle school advisory committees in 2026/27



Any Questions?

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To: Board of Directors

From: Steve Padilla, Director of Communications

Subject: Communications Goal Report

Type: Action Item Report / Presentation

Policy: CBG: Evaluation of the Superintendent

Date: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

The Communications Department is responsible for internal and external communications through various platforms. This presentation outlines goals to achieve ongoing communications to internal and external audiences, as part of the superintendent’s evaluation process.

Previous Board Action:

Not Applicable

Financial Implications:

Not Applicable

Motion:

Not Applicable.



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Superintendent Goals: Communications

Steve Padilla, Director of Communications

30

November 20, 2024

RSD Communications Goals

- Produce a monthly newsletter for all RSD employees;
 - [September Newsletter](#) views – 543 RSD employees;
 - [October Newsletter](#) views – 606 RSD employees



Reynolds School District NEWSLETTER SEPTEMBER | 2024
Reynolds School District



IN THIS ISSUE

WELCOME BACK!
Welcome to the first issue of RSD's 2024-25 school year monthly employee e-newsletter.

Inside you'll find relevant district news, upcoming events and activities, and other pertinent information from around the district. There is incredible work being done in our buildings. From classroom innovations to staff achievements, we're here to shine a light on the positivity that often goes unnoticed.

Your voice matters, and we want to hear from you. Whether you have questions about the information shared, stories you'd like to spotlight, or suggestions to enhance our newsletter, please reach out to communications@rsd7.net.

Steve Padilla
Director of Communications

Reynolds School District
1200 W. 25th Street
Dillon, WY 82420-2505

2-3 District Updates
4 Multnomah County Common Application
5 Librarian Award/Every Child Matters
6 DOME Multicultural Family Night
7 Tutoring
8 Upcoming Celebrations
9 Stay Connected

Facebook, Twitter, Instagram icons



Reynolds School District NEWSLETTER OCTOBER | 2024
Reynolds School District



IN THIS ISSUE

Welcome to RSD's second newsletter of the 2024-25 school year! We are off to a great start and we're already getting some great stories and activities to include in our newsletter! What a sight to see a group of newcomers raising up to H.B. Lee to drop off school supplies! Read on below!

If you have any ideas or stories you'd like to show off in our newsletter, please let us know at communications@rsd7.net

Thank you!
Steve Padilla, Director of Communications

Reynolds School District
1200 W. 25th Street
Dillon, WY 82420-2505

2 Full Tilt Donation
3 Grant Opportunities
4 Variety Bars
5 Columbia Sportswear
6 Upcoming Celebrations
7 Stay Connected

Facebook, Twitter, Instagram icons



Social Media Goals

Social Media Goals

Welcome back RSD Elementary School FB Live events as of 9/5/24:

- **Wilkes**, 8/29 – 1.3K plays;
 - **Hartley Library**, 8/29 – 1.8K plays;
 - **Troutdale**, 8/29 – 1.4K plays;
 - **Glenfair**, 8/29 – 3K plays;
 - **Hartley**, 8/28 – 3.4K plays;
 - **Margaret Scott**, 8/22 – 3.5K plays;
 - **Fairview**, 8/21 – 2K plays;
 - **Salish Ponds**, 8/21 – 2.5K plays;
 - **Sweetbriar**, 8/21 – 4K plays
 - **Total Views: 22.9K plays!!**
- **Margaret Scott Commercial** filmed on 10/15; on 10/17 5.4K plays!

Facebook: 5.1K likes; 5.8K followers

Twitter: 838 followers; following 113

Instagram: 1,172 followers; following 86

FOLLOW US ON SOCIAL MEDIA

@ReynoldsSD7





Podcast Goals

Continue producing award-winning Sabes que – Did You Know! Podcasts



4,382

TOTAL SHOW LISTENS

27 EPISODES

0

Listens today ↗ 100%

38

Listens in the last 30 days ↘ 7%

36%

IMPACTFUL PLAYS [®]

Impactful plays are show listens through at least 75% of an episode.

- Currently 1 Podcast per month

Top 10 States	
Oregon	3,240
Washington	204
Colorado	146
California	131
Ohio	38
Texas	37
Florida	36
Virginia	35
Illinois	28
New Jersey	27

Top 10 Countries			
	United States view	North America	3,608
	Singapore	Asia	42
	Germany view	Europe	41
	France	Europe	26
	Mexico view	North America	24
	Unknown	Unknown	20
	Canada view	North America	20
	Belgium	Europe	17
	India	Asia	7
	Ireland	Europe	7





Questions?

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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: Integrated Programs Annual Report, 2023-24

Type: Action Item Report / Presentation

Policy: KBA: Public Records

Date: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

The Integrated Programs Annual Review is an opportunity for RSD to reflect and learn from the previous year. Presenting the Annual Review to the Board serves as an opportunity for transparency with our community regarding implementation and progress.

School districts must place this information on their websites by November 30 annually.

Previous Board Action:

In March of 2023, the Reynolds School District Integrated Guidance Plan and Budget was approved by the Board for submission to Oregon Department of Education (ODE).

Financial Implications:

Not Applicable.

Motion:

Not Applicable.



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INTEGRATED PROGRAMS ANNUAL REPORT

April Olson

November 20, 2024

Integrated Programs

- Student Investment Account (SIA)
- High School Success (M98)
- Federal School Improvement for Comprehensive/Targeted Supports (CSI/TSI)
- Career Technical Education (Perkins)
- Early Indicator and Intervention Systems (EIS)



Annual Report Question 1

As you review your progress markers/overall reflection responses and reflect on plan implementation, how do you see your progress contributing to the Outcomes and Strategies in your plan and your Longitudinal Performance Growth Targets (LPGT)/Local Optional Metrics (LOM)?

Discuss at least one Outcome where you have seen progress in implementation.

- Outcome E: Cosmetology Program of Study at RHS
- Outcome C: Summer Programming
- Outcome A: Ninth Grade On-Track
- Outcome B: LETRS Training

Annual Report Question 2

Where have you experienced barriers, challenges, or impediments to progress toward your Outcomes and Strategies in your plan that you could use support with?

Discuss at least one Outcome where you have seen challenges or barriers to implementation.

Response

- Outcome C: Access to data
- Outcome C: Impact of COVID-19 Pandemic

As you review your progress markers/overall reflection responses and reflect on plan implementation, how do you see your progress contributing to the Outcomes and Strategies in your plan and your Longitudinal Performance Growth Targets (LPGT)/Local Optional Metrics (LOM)?

Discuss at least one Outcome where you have seen progress in implementation.

Outcome A: Facilitating more supportive learning environments will result in students in focal groups and all students, as well as parents and caregivers reporting an increased sense of belonging and engagement based on annual survey results and improved chronic absentee rates.

Strategy A3: Provide increased supports to help students successfully transition from middle school to high school through Freshman Success Teams and Access class focusing building relationships, study skills, time management, graduation requirements/four-year plan and career exploration.

Through our Ninth Grade teams, Access classes for all freshman, commitment to AVID strategies, and an increase in counselors, we have seen an almost 10% increase in Ninth Grade on Track from our baseline 5 year average and exceeding the stretch goal set for 2023-24.

Outcome B: Increased dedicated time for professional learning to ensure staff have the knowledge and skills they need to support the needs of focal groups and all students.

This is the fourth and final year of LETRS training for all elementary teachers. Teachers participate in LETRS professional development during Monday late starts and designated days throughout the year. LETRS provides educators with the background, depth of knowledge, and tools to teach language and literacy skills to every student. LETRS is unique from any other professional development program because every single concept and skill is solidly based in scientific research about how reading and language acquisition work. The Bridge to Practice component allows teachers to practice their new learning with a small group of students, then reflect upon the experience by examining what went well and how instruction can be refined.

Outcome C: Increase reading and math achievement through comprehensive academic and instructional strategies based on collaborative data-driven systems.

Strategy C4: Increase opportunities for extended day and year learning, as well as flexible and personalized learning.

RHS hosted twice as many neurodivergent students in SY 2024 summer programming specifically supporting the transition from middle school to high school compared to SY 2023. We braided State Summer Learning Grant funding and SSA funding to host Freedom Schools program at four of our schools summer 2023 and summer 2024. This program not only engages student participating in literacy based summer school program (using research-based Integrated Reading Curriculum) but a large part of the model is hiring 10-15 high school and college-aged Black and brown young adults and provide them with dynamic training and ongoing mentorship and coaching by certified classroom teachers from our community to work in the program. This is integral in our grow-your-own pathway. Freedom Schools centers joy, culturally reflective curriculum and instruction, social action, and positive identity formation.

Outcome E: Historically and currently marginalized students participate in college and career activities and courses and earn industry credentials and college credits (or combinations of credentials) at the same rate as all students, and concrete plans are in place to keep rates proportional.

Strategy E1: Continued development of programs of study that reflect student and industry demand.

Responding to diverse student voice in high school engagement, Reynolds High School renovated space, hired a teacher, and purchased curriculum, equipment, and supplies to open a new CTE Program of Study in Cosmetology starting fall 2024. More than 200 students are enrolled in Introduction to Cosmetology. Over 70% of students enrolled identify as low-income, students of color, or both. This will only strengthen our On Track to Graduation data that currently shows that 77.7% of CTE Participants and 92.86% of CTE Concentrators graduate within four years.

Where have you experienced barriers, challenges, or impediments to progress toward your Outcomes and Strategies in your plan that you could use support with?

Discuss at least one Outcome where you have seen challenges or barriers to implementation.

Outcome C: Increase reading and math achievement through comprehensive academic and instructional strategies based on collaborative data-driven systems.

Strategy C5: Professional Learning Communities effectively focus on student learning and collaborate on data.

A barrier to Professional Learning Communities and Data Teams is lack of access to timely and disaggregated data. Particularly the Acadience data dashboard does not allow a school or grade level team to look at data disaggregated by race/ethnicity or English language proficiency to consider whether there is an achievement gap and therefore select appropriate instructional strategies. We could use support and leverage from other districts, ODE and ORTI with Acadience to enhance their data dashboard.

Strategy C1: Intensive or targeted instruction in reading and math to accelerate those who are reading below grade level.

We are still seeing the impact of the pandemic on student learning and social-emotional behavior. There is a need to balance addressing lagging prerequisite skills while moving forward with grade-level content. Teachers need time to assess pre-requisite skills and determine how to address them within the pacing in the core instruction."

Outcome-A	Facilitating more supportive learning environments will result in students in focal groups and all students, as well as parents and caregivers reporting an increased sense of belonging and engagement based on annual survey results and improved chronic absentee rates.
A1	Reduce class size averages at elementary and middle school to better approximate QEM.
A2	Provide increased and equitable access for students and families to social, mental and behavioral health supports. Provide increased supports to help students successfully transition from middle school to high school through Freshman Success Teams and Access class
A3	focusing building relationships, study skills, time management, graduation requirements/four-year plan and career exploration.
A4	Increase student and family representation and inclusivity and reduce barriers, in partnership with culturally-specific community based organizations, to collectively provide a caring, supportive environment.
A5	Decrease rates of chronic absenteeism and students who drop out through universal and targeted attendance supports and interventions.
Outcome-B	Increased dedicated time for professional learning to ensure staff have the knowledge and skills they need to support the needs of focal groups and all students.
B1	Provide professional learning and team-planning time on curriculum implementation, culturally-responsive instructional practices, restorative practices and social-emotional learning to support teachers in applying those practices with confidence and efficacy.
B2	Support instruction by coaching and modeling instructional strategies and provide job-embedded professional learning opportunities in critical reading, math strategies, academic language and literacy, learning through writing.
Outcome-C	Increase reading and math achievement through comprehensive academic and instructional strategies based on collaborative data-driven systems.
C1	Intensive or targeted instruction in reading and math to accelerate those who are reading below grade level.
C2	Enhance academic achievement for students through creating rich resources to support both structured learning in classrooms, as well as individualized
C3	Provide additional social, emotional, language and literacy supports in primary grade classrooms for aiding in transitions.
C4	Increase opportunities for extended day and year learning, as well as flexible and personalized learning.
C5	Professional Learning Communities effectively focus on student learning and collaborate on data.
Outcome-D	Students, staff, and families report an increased sense of safety in each school.
D1	Respond effectively to the complex needs of students, including emotional and behavioral needs, while coaching and/or evaluating staff to ensure that their
D2	Ensure that students are healthy, have their medical and dental needs met, and necessary vision correction.
Outcome-E	Historically and currently marginalized students participate in college and career activities and courses and earn industry credentials and college credits (or combinations of credentials) at the same rate as all students, and concrete plans are in place to keep rates proportional.
E1	Continued development of programs of study that reflect student and industry demand.
E2	Increase in certification earning opportunities, dual credit opportunities, and pre-apprenticeship offerings.
E3	Continued development of industry partnerships that allow for the addition of work based learning opportunities within a wide variety of pathways.
E4	CTE and Career Connected Learning marketing, including family engagement, and middle school and freshman outreach.
E5	Articulated CTE programming grades 6-12.

SIA	HSS	CSI/TSI	Early Literacy
<p>Health and Safety</p> <p>1 Autism/Behavior Specialist 1 Student Services Program Admin 9 Assistant Principals 10 Social Workers 13 Counselors Mental Health Services Nursing Services</p> <p>Reduce Class Size</p> <p>7.13 Elementary Teachers 4 Middle School Teachers 3.25 Kinder EAs</p> <p>Well Rounded Education</p> <p>10.5 Elementary Media Specialists</p>	<p>Dropout Prevention</p> <p>0.5 Math TOSA 1 Student Success Secretary 2 HS Counselors 4 HS Attendance Specialists 3.67 HS Access Teachers xx Night School Teacher 0.3 Night School Assistant 0.25 YTP Specialist 2 HS RJ TOSA Addl Pay Access Team Addl Pay Ninth Grade Success Team Access Tutors Contract with Center for HS Success</p> <p>Career Technical Education</p> <p>2.5 CTE Teachers 1 Art Teacher 1 Trades Crew Leader Addl Pay Planning/Collaboratoin CAL pass-through Americorps Fee Trades/Industry Certifications Field Trips Exam Fees Tuition Partnership Collaboration & Expansion Marketing Family Engagement Supplies and Materials</p>	<p>xx Asst SpEd Secretary 6.8 EAs 0.5 MS Math Teacher 0.25 Reading Specialist 0.4 RJ TOSA Instructional Supplies/Materials After School Support - RHS Subs/Addl Pay for PLC/Data Teams Conference Attendance Re-engaging chronically absentees Dual Credit - Willamette Promise</p>	<p>High Dosage Tutoring</p> <p>Kindergarten EAs</p>



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: Superintendent’s Report

Type: Action Item Report / Presentation

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

Date: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Superintendent Caropelo will provide announcements and reports to the Board:

- a. Superintendent Report – Frank Caropelo
- b. Financial Report – Holly Langan
- c. Enrollment Report – Shaunice Silas and Holly Langan

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

Not Applicable.

Enrollment Report as of November 14, 2024

Elementary Enrollment By Grade Level and Classroom

School	Kinder	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	Total	Variance	
								Proj	Diff
Alder	14	12	20	13	21	20		Alder	
	11	13	19	17	21	20			
Dual Language	22	21	24	26	20	28			
Total	47	46	63	56	62	68	342	341	1
# of Classes	3	3	3	3	3	3	18		
Average Class Size	15.67	15.33	21.00	18.67	20.67	22.67			
Davis	18	21	19	21	22	25		Davis	
	17	19	18	17	23	24			
	19		17	19					
Total	54	40	54	57	45	49	299	284	15
# of Classes	3	2	3	3	2	2	15		
Average Class Size	18.00	20.00	18.00	19.00	22.50	24.50			
Fairview	19	26	13	26	25	29		Fairview	
	19	23	13	24	26	28			
			14						
STEP	2	3	7	1	2	2			
Total	40	52	47	51	53	59	302	279	23
# of Classes	2	2	3	2	2	2	13		
Average Class Size	20.00	26.00	15.67	25.50	26.50	29.50			
Glenfair	22	21	23	22	26	28		Glenfair	
	21	19	22	24	26	26			
	23	19	21	22	26	28			
	21	17	22	23					
Total	87	76	88	91	78	82	502	403	99
# of Classes	4	4	4	4	3	3	22		
Average Class Size	21.75	19.00	22.00	22.75	26.00	27.33			

Hartley	21	20	19	18	20	20			Hartley		
	22	21	18	17	20	18					
		20	17	20	20						
Total	43	61	54	55	60	38		311	301	10	
# of Classes	2	3	3	3	3	2		16			
Average Class Size	21.50	20.33	18.00	18.33	20.00	19.00					
Margaret Scott											
Margaret Scott	23	22	18	19	22	28			Margaret Scott		
	22	20	18	20	21	28					
	23	21	18	20	22						
Total	68	63	54	59	65	56		365	318	47	
# of Classes	3	3	3	3	3	2		17			
Average Class Size	22.67	21.00	18.00	19.67	21.67	28.00					
Salish Ponds											
Salish Ponds	17	22	21	22	20	21			Salish Ponds		
	16	22	22	22	20	23					
	15		21		20	21					
Total	48	44	64	44	60	65		325	314	11	
# of Classes	3	2	3	2	3	3		16			
Average Class Size	16.00	22.00	21.33	22.00	20.00	21.67					
Sweetbriar											
Sweetbriar	21	22	21	24	19	25			Sweetbriar		
	20	23	22	23	19	26					
Total	41	45	43	47	38	51		265	247	18	
# of Classes	2	2	2	2	2	2		12			
Average Class Size	20.50	22.50	21.50	23.50	19.00	25.50					
Troutdale											
Troutdale	17	18	19	23	20	28			Troutdale		
	17	19	19	22	20	29					
	16	17	19	22	21						
scc	6	4	2	6	5	2					
Total	56	58	59	73 ₅₃	66	59		371	334	37	
# of Classes	3	3	3	3	3	2		17			
Average Class Size	18.67	19.33	19.67	24.33	22.00	29.50					

Wilkes	20	19	21	19	25	24			Wilkes	
	21	18	18	20	24	24				
	20	19	21	19	24	26				
	17	16		20						
Life Skills	5	5	5	2	4	2				
Total	83	77	65	80	77	76		458	421	37
# of Classes	4	4	3	4	3	3		21		
Average Class Size	20.75	19.25	21.67	20.00	25.67	25.33				
Woodland	19	17	19	16	25	22			Woodland	
	21	18	20	17	27	20				
	18	16	17	19		24				
		17								
Life Skills	9	3	3	4	3	2				
Total	67	71	59	56	55	68		376	386	-10
# of Classes	3	4	3	3	2	3		18		
Average Class Size	22.33	17.75	19.67	18.67	27.50	22.67				
									Proj	Diff
Elementary Total	634	633	650	669	659	671		3916	3628	288
Total # of Classes	32.00	32.00	33.00	32.00	29.00	27.00				
Total Average Class Size	19.81	19.78	19.70	20.91	22.72	24.85				

Secondary Enrollment By Grade Level										
School	6th Grade	7th Grade	8th Grade	9th Grade	10th Grade	11th Grade	12th Grade	Total	Variance	
									Proj	Diff
HB Lee MS	253	241	232					726	728	-2
Reynolds MS	252	218	242					712	683	29
Walt Morey MS	170	171	180					521	532	-11
RHS + Middle College				692	619	576	521	2408	2441	-33
RLA					21	62	101	184	121	63
									Proj	Diff
Secondary Total	675	630	654	692	640	638	622	4551	4505	46

Charter School Enrollment By Grade Level

School	Kinder	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th - 8th Grades	Total	Variance	
									Proj	Diff
Arthur Academy	30	27	30	28	29	25		169	172	-3
Rockwood Prep	70	75	66	69	56	53		389	374	15
MLA	48	48	47	48	48	48	272	559	554	5
HOLLA	17	19	18	21	21			96	75	21
									Proj	Diff
Charter Total	165	169	161	166	154	126	272	1213	1175	38

	Total	Variance	
		Proj	Diff
Elementary Total	3916	3628	288
Middle School Total	1959	1943	16
High School Total	2592	2562	30
Reynolds Total	8,467	8,133	334

Charter Total	1,213	1,175	38
Total Reynolds and Charters:	9,680	9,308	372



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Consent Agenda

Type: Action Item Report / Presentation

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

Date: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

- A. Approval of Personnel Order
- B. Approval of Prior Meeting Minutes
- C. ODE Grant for IDEA Extended Assessment
- D. RHS Boys Basketball Overnight Field Trip to Medford, Oregon

Previous Board Action:

Not Applicable.

Financial Implications:

Not Applicable.

Motion:

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



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

October 23, 2024

6:00 PM

Building I, Edgefield Campus

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

I. 5:00p - Executive Session

The Reynolds School Board and the Superintendent will recess into Executive Session at 5:00p, under ORS 192.660(2)(a) Personnel, ORS 192.660(2)(d) Negotiations, and ORS 192.660(2)(f) Legal Counsel. Executive Session is closed to the public.

II. 6:00p - Call to Order

- Chair Michael Reyes called the October 23, 2024 meeting to order at 6:16p.

A. Roll Call

B. Consider Approval of the October 23, 2024 Agenda

C. Pledge of Allegiance

D. Land Acknowledgement

- Read into the record by Director Ana Gonzalez-Muñoz.

E. Mission and Vision

- Read into the record by Chair Michael Reyes.

III. 6:10p - Action on Appeal Reviewed in Executive Session

I move that the Board uphold the level II findings of the appeal reviewed in Executive Session. This motion, made by Joyce Rosenau and seconded by Cayle Tern, Passed.

Yea: 4, Nay: 1

IV. 6:15p - Recognition

A. Student Recognition

B. Resolution 2024-2025-009 Native American Heritage Month

V. 6:25p - High School Student Report

VI. 6:30p - 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.

VII. 6:40p - Bargaining Group Updates

VIII. 6:50p - Presentation to the Board

A. City of Gresham Enterprise Zones

- Stacy will send a list of businesses to the Board.
- Any funds the district receives from this program will be deducted from our state school fund payment. There won't be any additional revenue.
- Can the Board choose whatever percent it wants?
 - Yes but OSBA and partner organizations recommend staying at the 15% to continue to allow the cities to be able to offer a higher level of abatement for businesses.

B. Fall Student Achievement Data: Acadience, iReady, STAR

C. 2023-2024 OSAS / EPLA Results

- We have a very high participation rate in assessments compared to the state average.
- You can find the test scores for all districts across the state on ODE's website.

D. Division 22 Report

- We went through the compliance guidance for PE minutes and a lot of activities we already do in classrooms counts towards minutes (movement, lines, following directions, etc) so we are now in compliance.

IX. 7:30p - Superintendent's Reports

A. Announcements/Reports

B. Financial Report

C. Enrollment Report

X. 7:45p - Consent Agenda

I move that the Board approve all Consent Agenda items as presented. This motion, made by Ana Gonzalez Muñoz and seconded by Francisco Ibarra, Passed.

Yea: 5, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. RHS Speech and Debate Field Trip to Eugene, Oregon

D. RHS Basketball Trip to Las Vegas, Nevada

E. Grant Acceptance: onsemi Giving Now grant to RLA

F. Grant Acceptance: Oregon Community Foundation grant to RHS

G. Resolution 2024-2025-009 Native American Heritage Month

H. Intergovernmental Agreement with Portland Public Schools for Pioneer Program

- When a high needs student moves into district, the IEP team meets to see if we can meet the needs of the in-district. If not, we are responsible to the alternative placement of the student.

XI. 7:50p - Board Announcements and Discussion

A. Individual Board Members - Announcements and Reports

B. Upcoming Board Meetings

XII. 8:05p - Adjourn

- Chair Michael Reyes adjourned the October 23, 2024 meeting at 8:41p.



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 agreement between the Oregon Department of Education and Reynolds School District for IDEA Extended Assessment

Type: Action Item Report / Presentation

Policy: IBGAJ: Special Education – Free Appropriate Public Education

Date: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

This ODE grant will support the statewide assessment of students with disabilities. These assessments will be developed in consultation with ODE staff and in keeping with federal expectations. The grant will also support project management, reviews, database maintenance, trainings, and technical analysis and reports associated with the development of all subject areas and grade-bands in the assessment.

The proposed agreement has a funding start date of July 1, 2023 and will expire on November 30, 2024.

Previous Board Action:

The Board is responsible for accepting all grants.

Financial Implications:

The total amount of the proposed federal award committed to Reynolds School District is \$2,197.88.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize the District to enter into a grant agreement with the Oregon Department of Education for IDEA Extended Assessments.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

STATE OF OREGON GRANT AGREEMENT

Grant No. 37012

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 ORS 190.110, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The Grant is to support the statewide assessment of students with disabilities. These assessments will be developed in consultation with ODE staff and in keeping with Federal expectations. The grant also supports related activities such as project management, reviews, database maintenance, trainings, and technical analysis and reports associated with the development of all subject areas and grade-bands in the assessment.

SECTION 3: EFFECTIVE DATE AND DURATION

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

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Mason Rivers
255 Capitol St. NE, Salem, OR 97310
503-383-8880
mason.rivers@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Deb Miller
1204 NE 201st Ave
(503) 661-7200 x3216
dgmiller@rsd7.net

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$2,197.88 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Federal funds (“Funding Source”).

Funding Year	Amount
2023 – 2024	\$2,197.88

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

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

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

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

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

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

- 8.1.1 Grantee is a 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.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.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 indirect 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.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

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

SECTION 16: REMEDIES

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

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

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

- 18.2.1** At Agency’s discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

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

- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

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

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency’s obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.

- 19.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit C (Federal Terms and Conditions)
 - Exhibit A (the “Project”)
 - Exhibit B (Insurance)
 - 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: Philip Hofmann
Philip Hofmann, Deputy Director of Procurement

November 4, 2024
Date

Reynolds School District #7

By: [Signature]
Authorized Signature

11/5/2024
Date

Frank Caropelo
Printed Name

Superintendent
Title

93-6000836
Federal Tax ID Number

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

The grant is to support the statewide assessment of students with disabilities. These assessments will be developed in consultation with Oregon Department of Education (“ODE”) staff and in keeping with Federal expectations. The grant also supports related activities such as project management, reviews, database maintenance, trainings and technical analysis and reports associated with the development of all subject areas and grade-bands in the assessment.

These funds for allocations shall be used by School Districts (“SD”) and Education Service Districts (“ESD”) to support training toward (as professional development around) the statewide assessment of students with disabilities including, but not limited to, the current Extended Assessment.

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for the costs of Project Activities that occur, including expenses incurred, during the Performance Period.

Support of training and professional development toward the statewide assessment of students with disabilities including but not limited to, the current Extended Assessment. Allocations to ESD’s shall be used toward the assessment of students with disabilities across districts in their region depending on need.

Allowable IDEA costs must be necessary, reasonable and allocable for proper and efficient performance and administration of the grant. A cost is reasonable if it does not exceed what a district would normally incur in the absence of federal funds. Additional guidance about standards for determining costs for federal grants is available from Office of Management and Budget (OMB) 2 CFR, Part 225 (https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/federal_register/FR2005/083105_a87.pdf)

For a particular expenditure to be allowed on IDEA Grants, it must be an excess cost of providing special education and related services. “Excess costs” are the expenditures incurred to provide special education and related services that exceed the amount necessary to provide a basic education to all students. Only allowable expenditures may be charged to the federal flow-through or preschool IDEA VI-B Grants. In expending VI-B federal IDEA VI-B grant monies, costs must be necessary, reasonable and allocable for the performance of the grant.

Below is a rubric to determine allowable Project Activities (“Activities”) which are used to support training toward the statewide assessment of students with disabilities including, but not limited to, the current Extended Assessment.

All allowable costs under this grant must meet the criteria outlined in the Uniform Grant Guidance (UGG) [2 CFR § 200.403 – 405](#). Final approval of any expenditure is at the discretion of the ODE Grant Manager. If grantees have any doubts about a cost, grantees should confirm if it is allowable with the ODE Grant Manager.

For ALL expenditures, you must be able to answer “Yes” to the following:

- Is the expense **necessary**?
 - Is the expense necessary for the provision of appropriate accommodations for students with disabilities to participate in statewide assessment; or
 - Is the expense necessary for the administration of the Oregon Extended Assessment?
 - Is the need for the expense documented on an Individualized Education Plan (IEP) or other special education procedural document?
- Is the expense **reasonable**?
 - Does the cost not exceed that which a prudent person would pay?
 - Would the cost be the same if there were no federal funds available?
- Is the expense **allocable**?
 - Is the expense created because of special education needs and would not exist without special education needs?
 - Is the expense created because of participation in statewide assessment and would not exist without statewide assessment?
 - Is the expense in addition to the expenses also generated by students without disabilities?
 - If the expense is student specific, is the need for the expense documented in the student’s IEP?
- Is the expense **adequately documented**?
 - Is the cost and justification for each question above adequately documented?
 - Is the documentation clear, does it address each principle (necessary, reasonable, & allocable), and does it include:
 - the amount,
 - exactly how the funds are used, and
 - the total cost of the project?

Examples of allowable and unallowable costs associated with the provision of appropriate accommodations for students with disabilities to participate in statewide assessments and the administration of the Oregon Extended Assessment.

Professional Development & Training Expenditures	
Allowable examples	Not allowable examples
<ul style="list-style-type: none"> • Staff substitutes • Mileage • Materials 	<ul style="list-style-type: none"> • Food • Registration costs • Per diem • Lodging • Staff stipends • Staff extended contract

Statewide Test Administration Expenditures	
Allowable examples	Not allowable examples
<ul style="list-style-type: none"> • Computers (e.g., windows, mac, Chromebook) 	<ul style="list-style-type: none"> • Computers or tablets for staff use • Staff stipends

<ul style="list-style-type: none">• Tablets (e.g., iPad, Android tablet)• Assistive technology<ul style="list-style-type: none">○ High tech and low tech○ Hardware and software• Augmentative and alternative communication materials<ul style="list-style-type: none">○ High tech and low tech○ Hardware and software• Printing expenses for testing materials• Staff substitutes for individual administration	<ul style="list-style-type: none">• Staff extended contract
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Indirect/Administrative Costs. Grantee will not be reimbursed for any indirect or administrative costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency, including in any notice of award provided by Agency’s Electronic Grants Management System (“EGMS”).

THIS SPACE INTENTIONALLY LEFT BLANK

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 be checked and made compliant using the tool available at <https://www.webaccessibility.com/>
- 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://webaim.org/techniques/excel/>

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

Grantee will submit Project Reports to Agency’s Grant Manager quarterly with receipts that detail how reimbursable expenses meet the requirements of the list of allowable Project Activities.

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 quarterly 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.

Final disbursement date for the Grant Funds is December 15, 2024. No funds will be available for disbursement after December 15, 2024.

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 continuous claims made 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 & EMPLOYERS’ LIABILITY

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.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may 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 must 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, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must 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 07 04 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).

CONTINUOUS CLAIMS MADE COVERAGE

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

- (i) Grantee’s completion and Agency’s acceptance of all Services required under the Grant, or
- (ii) Agency or Grantee termination of the Grant, or
- (iii) The expiration of all warranty periods provided under the 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

1.1. If specified below, Agency’s payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, 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.

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

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 84.027A.

2. FEDERAL PROVISIONS

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

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

2.3. Grantee 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 Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee 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 – Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 effected 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. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract or Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to: (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. If this contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor or subcontractor wish 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 Contractor or subcontractor 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.
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

(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.

By signing this Contract, Contractor certifies, to the best of the Contractor’s knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(J) EMPLOYEE WHISTLEBLOWER PROTECTION. Contractor must comply, and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor must inform subcontractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(K) FEDERAL FUNDS; FALSE CLAIMS. Agency’s payments to Contractor under this Agreement will be paid by funds received by Agency from the United States Federal Government. By performance of this Agreement, Contractor certifies neither it nor its employees, contractors, or subcontractors who will administer this Agreement are currently employed by an agency or department of the federal government. Contractor acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject Contractor to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise under 18 U.S.C § 1001; 31 U.S.C. §§ 3729-3733 and 3801-3812.

(L) MINORITY AND WOMEN BUSINESS ENTERPRISES. Contractor must comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, Contractor 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 so as 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.

(M) 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.

(N) 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.

(O) 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>

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: July 1, 2023 End: June 30, 2024
(iv) Amount of federal funds obligated by this Grant:	\$2,197.88
(v) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	\$2,197.88
(vi) Name of pass-through entity:	Oregon Department of Education
(vii) Contact information for awarding official of pass-through entity:	Name: Kai Turner, OFIT Assistant Superintendent Email: Kai.turner@ode.oregon.gov
FEDERAL AWARD	
(i) Federal Award Identification Number (FAIN):	H027A230095
(ii) Federal award date: <i>(date of award to state by federal agency)</i>	07/01/2023
(iii) Grant budget period start and end dates:	Start: 07/01/2023 End: 09/30/2024
(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>	\$2,197.88
(v) Federal awarding agency:	U.S. Dept. of Education
(vi) Federal award project description:	84.027A State Grant – B(611)
(vii) Assistance listings number, title, and amount:	Number: Title: Amount:
(viii) a. Indirect cost rate for the federal award:	
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: Frank Caropelo, Superintendent

Subject: RHS Boys Basketball Trip

Type: Action Item Report / Presentation

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

Date: November 20, 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:

RHS Boys Basketball is proposing an overnight field trip to attend the OSAA Abby's Basketball Tournament in Medford, Oregon from December 28-30, 2024. While there, the team will compete against other high school basketball teams from across the State of Oregon. This basketball tournament will challenge student athletes in physical fitness, college readiness, sportsmanship and will promote team-bonding and positive self-esteem for our upcoming 2025 season.

Previous Board Action:

All overnight trip requests go to the Board for approval.

Financial Implications:

The estimated cost for this trip is \$3025. Tournament entry fee provided by RHS's Fee Free initiative. Funds from our ASB account will pay for food and lodging. The assistant coach is certified to drive the activity van which reduces transportation cost due to not hiring a bus driver.

Motion:

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



Code: **IICA-AR**
Adopted: 12/08/10
Revised/Reviewed: 10/09/13

Field Trips and Special Events**

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

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

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

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

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

4. Scheduled departure times shall be maintained. Planned refreshment stops may be made on long trips. Discretion must be exercised in the duration of such stops. Refreshment stops must not unduly delay the return of the bus to the school;
5. Chaperons will maintain discipline and are responsible for the safety of students on educational field trips and co-curricular activity trips. However, bus drivers shall have the ultimate authority involving safety and disciplinary decisions relating to travel;
6. Students demonstrating unruly behavior may be prohibited from participating in future educational field trips or co-curricular trips. Disciplinary action is the responsibility of the principal or designee;
7. Students attending school functions via school transportation will return by the same transportation. The only exception will be if a parent requests, in person, of the supervisor that the student return with the parent;

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

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

9. A bus field trip request for less than 15 people will not be authorized. If, upon arrival at the pick up site, there are less than 10 students and chaperons to be transported, the field trip will be cancelled;
10. Student travel requests over 100 miles out-of-state, one-way or any overnight travel must have prior board approval.

CLEAR

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

Name of Group: Reynolds Boys Basketball School: Reynolds High School

Note: This initial request must be submitted and approved 30 days before any commitment can be made or before any money-making activities can be started.

Date Request Submitted: 11/24/2024 Date(s) of Activity: 12/28-12/30/24

If sufficient space is not available on this form, supporting data should be attached.

1. Purpose of the trip. (Complete related section on the next page.)
Abby's Basketball Tournament - South Medford High School
2. List staff member(s) responsible for students. List all other supervisors on trip. +
Terrence Dickens, Andre Hawkins, Shay Dean, Ced Walker
3. School equipment to be used:
Activity Van or Small Bus
4. Lodging:
5. Will Student Travel Insurance be obtained? Yes No
6. Estimated number of students: 12 Number of supervisors: 3-4
7. Parent permission slip on file: Yes No
8. Person or persons initiating request: Terrence Dickens Date: 10/24/2024
9. Principal approval:  Date: 10-24-24

Decision: Preliminary approval to continue with planning Yes No

If denied, reason _____

District Activities Coordinator Date

Final Approval Yes No

District Activities Coordinator

Date

Reynolds School District
PURPOSE OF TRIP

1. List itinerary.
Leave Reynolds High School 12/28/24 @ 9am, arrive at South Medford High @ 3pm.
Leave South Medford High on 12/30/24 @ 10am, arrive at RHS @ 4pm

2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?
Gain team travel experience strengthening connections and create new ones. Students will build these connections that will benefit the team throughout the season.

3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?
Bonding. These young men will learn to be student-athletes in the community. This will help prepare them for future experience they will use for college and beyond.

4. What effect does the trip have on other classes or programs?
This trip will not effect any classes or programs as this trip is during Christmas break.

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

6. Describe methods of transportation. List names of drivers, types of automobiles, and whether a Type 10/20 license will be required for drivers (see Policy EEAE).
Shay Dean will drive the school activity van, Terrance Dickens will drive his personal car.

7. Describe supervision plans to ensure maximum safety for students.
Each adult will have 3-4 students that they will be responsible for. We will never be all apart, all staff and students will eat together and do all activities together.

Reynolds School District
STUDENT CONTRACT: FIELD TRIPS AND AWAY-FROM-SCHOOL ACTIVITIES

To: Student and Parent(s)

The Reynolds School District is proud of its students and is confident that in most circumstances student conduct on field trips and away-from-school activities will be reasonable and prudent. However, in the event that a student chooses not to abide by the rules established by the adult(s) in charge, he/she should be aware of the consequences. The student should fill in the information requested below and sign the contract. If the student is under 18 years of age, his/her parent should also sign.

Student Name: _____

School: Reynolds High School

Description of field trip/activity: Abby's Tournament 2024 hosted at South Medford High School

Location/Destination: Medford, Oregon

Date(s) of field trip/activity: Dec. 28-30, 2024

Name(s) of person in charge of field trip/activity: Terrance Dickens, High School Basketball Coach

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

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

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

Student Signature

Date

Parent Signature

Date

(Complete student health history on next page.)

Reynolds School District
HEALTH HISTORY FOR SCHOOL FIELD TRIPS

Student Name: _____
Birth Date: _____
Address: _____
Home Telephone: _____

Parent/Guardian Name: _____
Home Telephone: _____
Work Telephone: _____

Parent/Guardian Name: _____
Home Telephone: _____
Work Telephone: _____

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

Name: _____
Relationship: _____
Telephone: _____

Medical Contact Information:

Physician: _____
Telephone: _____

Please list any allergies (bee sting, medications, etc.) or illness that the school should be aware of:
Medications student is currently taking:

Any special information/instructions concerning medication:

I hereby give my permission for non-prescription medication (for example, aspirin) to be given to my child if deemed advisable by designated school personnel. In case of surgical emergency, I hereby give permission to the physician selected by the school director, or in his/her absence, his/her designee, to hospitalize, secure treatment for and to order injections, anesthesia or surgery for my child as named above.

Any directions to the contrary should be specified on the reverse side of this form and signed.
Activity:

Parent/Guardian Signature

Date

From: Terrance Dickens <TDickens@rsd7.net>
Sent: October, October 24, 2024 7:08 PM
To: Ryan Aldred <RAldred@rsd7.net>
Subject: Itinerary

12/28 - 9:00am leave Reynolds High
- 12:00pm stop somewhere near Eugene/Roseburg area for lunch.
- 2:30pm arrive/check-in at

Best Western Horizon Inn

1154 E Barnett Rd.

Medford, OR 97501

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

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

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

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

12/30 - wake-up 8:00am for breakfast.

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

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



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Enterprise Zones and HB 2009

Type: Action Item Report / Presentation

Policy: BBA: Board Powers and Duties

Date: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Enterprise Zones allow the sponsoring governments to offer a short-term property tax abatement on certain investments within the zone. If a school district sets a rate for a "school support fee," then the school district would collect that portion of the entire abated property tax in years 4 and/or 5 of the agreement.

Zone sponsors are not able to offer businesses agreements longer than 3 years unless the overlapping school district sets a rate. Local governments who are the Zone sponsors find this to be a less effective economic development tool than the extended 4- and 5-year agreements. According to statute, school districts are responsible for collecting the fee from the participating businesses; however, districts may partner with the zone sponsors or another 3rd party to do this work.

Reynolds overlaps with three of the enterprise zones in the region (East Portland, Gresham, and Columbia Cascade).

Previous Board Action:

Not Applicable.

Financial Implications:

It is estimated to have no or limited financial impact to the District due to the offset of an increase in local property tax collections with a decrease of State Schools Fund payments.

Motion:

A. Motion Made by Board Member:

- a. I move that the Board approve Resolution 2024-2025-010 Establishing and

Setting a Rate for the School Support Fee Pursuant to HB 2009.

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



Resolution 2024-2025-010

Establishing and Setting a Rate for the School Support Fee Pursuant to HB 2009

WHEREAS, HB 2009 (2023) was passed in 2023 and became part of ORS 285C.067;

WHEREAS, HB 2009 (2023) requires the governing body of each school district along with the governing body of the zone sponsor to set a rate for the school support fee imposed pursuant to Sections 48 (2) and 51 (2) of HB 2009 (2023);

WHEREAS, this rate must be at least 15 percent and not more than 30 percent;

WHEREAS, the District has coordinated with the governing body of the East Portland, Gresham, and Columbia Cascade Enterprise Zones to set the rate;

WHEREAS, by November 1 in any applicable year, the governing body of the zone sponsor will provide the District will all information necessary for the District to collect the fee directly from the business firm;

WHEREAS, by December 1 in any applicable year, the District (or Enterprise Zone partners of the District) shall send to the business firm a notice of the required fee, with a due date not later than December 31 of the same year;

WHEREAS, the District shall be responsible for making refunds to business firms of overpayments;

WHEREAS, if a fee payment is delinquent for more than 60 days following the date of delinquency or any later date allowed for curing the delinquency, the Board shall give written notice of the delinquency to the business firm and the assessor of the county;

WHEREAS, the District may make alternative arrangements for the above billing so long as invoices are sent to business firms by December 1 and due no later than December 31;

BE IT THEREFORE RESOLVED that the Reynolds School District Board and the governing bodies of the East Portland, Gresham, and Columbia Cascade Enterprise Zones establish the rate of the school support fee of 15 percent.

ADOPTED by the Board of Directors of Reynolds School District, this 20th day of November 2024.

Signed:

Attest:

Michael Reyes
Chair, Reynolds School Board of Directors

Frank Caropelo
Superintendent / Clerk



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

To: Board of Directors

From: Holly Langan, Executive Director of Financial Services

Subject: Construction Excise Tax

Type: Action Item Report / Presentation

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

Date: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

Passed in 2007, Senate Bill (SB) 1036 allows school districts to impose a tax on new construction measured by the square footage of improvements. Construction taxes may not be imposed on commercial tenant improvements, public or private school improvements, other public improvements, or residential housing intended to provide affordable housing as defined by the United States Department of Housing and Urban Development.

Construction taxes imposed by a school district must be collected by a local government by means of an intergovernmental agreement (IGA), which states the terms for collecting the tax. SB 1036 required revenues to be used for capital improvements or for repayment of capital improvement debt, but may not be used for operations or staffing costs.

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

	<u>2022–23</u>	<u>2023–24</u>	<u>2024–25</u>
Residential	\$1.45	\$1.56	\$1.63
Non-Residential	\$0.72	\$0.78	\$0.82
Non-Residential Max*	\$36,100	\$39,100	\$40,800

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

Previous Board Action:

The Board approved Resolution 15.07-08 Imposition of Construction Excise Tax in June 2008 and last approved an increase in December 2023.

Financial Implications:

Construction Excise Tax revenue varies with construction projects. Revenue from IGA partnerships has ranged from \$146,284–785,688 and averaged \$392,351 since 2018.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve Resolution 2024-2025-011 Construction Excise Tax Limit and authorize the district to amend the existing IGAs with the cities of Fairview, Gresham, Troutdale, and Wood Village.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



**Resolution 2024-2025-011
Construction Excise Tax Increase**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The rates of tax, imposed only on improvements to real property that result in a new structure or additional square footage in an existing structure, with the exemptions outlined in Senate Bill 1036 are:
 - a. Amount not exceeding \$1 per square foot on structures or portions of structures intended for residential use, including, but not limited to single unit or multiple-unit housing; and (b) Amount not exceeding \$0.50 per square foot on structures or portions of structures intended for nonresidential use, not including multiple-unit housing of any kind.
2. In addition, a construction tax imposed on structures intended for nonresidential use will not exceed \$25,000 per building permit or \$25,000 per structure, whichever is less.
3. For years beginning on or after June 30, 2009, the tax rates stated in this resolution shall be adjusted for changes in construction costs. The Oregon Department of Revenue will determine the adjusted rate limitations and report to the district.
4. Beginning January 1, 2025, the Construction Excise Tax shall be increased and Intergovernmental Agreements amended with the cities of Fairview, Gresham, Troutdale, and Wood Village as follows:

Dollars Per Square Foot*	Fiscal Year	
	2023-24	2024-25
Residential*	\$1.56	\$1.63
Non-Residential*	\$0.78	\$0.82
Non-Residential Max	\$39,100	\$40,800

**Source: Oregon Department of Revenue Indexing of School Construction Tax Limits*

5. The construction excise tax shall be assessed and collected pursuant to the provisions of Senate Bill 1036 2007.
6. This resolution takes effect on January 1, 2025.

Adopted this 20th day of November 2024.

Signed:

Attest:

Chair, Reynolds School Board of Directors

101 Superintendent / Clerk

Issue: Indexing of School Construction Tax Limits

Statute Reference: ORS 320.170

Last Updated: 7/5/2023

Background:

Passed in 2007, SB 1036 allowed school districts to impose a tax on new construction measured by the square footage of improvements (affordable housing, public buildings, agricultural buildings, hospitals, private schools, and religious facilities are exempt). SB 1036 defined and required revenues to be used for capital improvements. Construction taxes imposed by a school district must be collected by a local government, local service district, special government body, state agency or state official that issues a permit for structural improvements regulated by the state building code. An intergovernmental agreement with local governments collecting the tax is required and collection expenses are limited to 4% of tax revenue. DCBS is allowed to establish an administration fee of .25% of tax revenue. School districts with construction tax revenue are required to develop long-term facility plans. Construction taxes may be used for repayment of capital improvement debt.

Tax Limit Calculations:

SB 1036 set tax rate limits of \$1 per square foot for residential use and \$0.50 for nonresidential use, along with a \$25,000 tax limit on nonresidential properties. Beginning in 2009, tax rates were indexed to inflation using the Engineering News-Record Construction Cost Index. As prescribed in statute, DOR is responsible for updating tax rate limits and notifying affected districts. To notify affected districts DOR has partnered with Department of Education who receives updated limit calculations from DOR and notifies the affected districts.

Tax rate limits by fiscal year:

Fiscal Year	2021-22	2022-23	2023-24	2024-25
Residential*	1.41	1.45	1.56	1.63
Non-Residential*	0.70	0.72	0.78	0.82
Non-Residential Max	35,200	36,100	39,100	40,800
* Dollars per square foot				

RESOLUTION 15.07-08
Imposition of Construction Excise Tax
June 11, 2008

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The rates of tax, imposed only on improvements to real property that result in a new structure or additional square footage in an existing structure, with the exemptions outlined in Senate Bill 1036 are:
 - (a) Amount not exceeding \$1 per square foot on structures or portions of structures intended for residential use, including, but not limited to single unit or multiple-unit housing; and (b) Amount not exceeding \$0.50 per square foot on structures or portions of structures intended for nonresidential use, not including multiple-unit housing of any kind.
2. In addition, a construction tax imposed on structures intended for nonresidential use will not exceed \$25,000 per building permit or \$25,000 per structure, whichever is less.
3. For years beginning on or after June 30, 2009, the tax rates stated in this resolution shall be adjusted for changes in construction costs. The Oregon Department of Revenue will determine the adjusted rate limitations and report to the District.
4. The construction excise tax shall be assessed and collected pursuant to the provisions of Senate Bill 1036 2007.
5. This resolution takes effect on July 1, 2008.

ADOPTED by the Board of Directors of Reynolds School District No. 7, Multnomah County, Oregon this 11th day of June, 2008.

SAMPLE Intergovernmental Agreement Between the City of (*City Name*), Oregon and the Reynolds School District No. 7 to Collect and Remit Construction Excise Tax

Construction Excise Tax Intergovernmental Agreement ("IGA") between the City of (*City Name*) ("City") and the Reynolds School District No. 7 ("School District").

RECITALS:

- A. ORS Chapter 190 authorized City and School District to enter into written agreements for the performance of any or all functions and activities that either entity has the authority to perform on its own.
- B. School District is authorized by Chapter 829, Oregon Laws 2007 (Enrolled Senate Bill 1036) - further referred to in this IGA as the "CET law" - to impose a Construction Excise Tax ("CET") to fund capital improvements to school facilities.
- C. Pursuant to the CET law, School District has adopted a resolution establishing a CET throughout its jurisdiction. The resolution provides that the CET be collected by the City and remitted to School District pursuant to an Intergovernmental Agreement.
- D. City and School District desire to establish certain procedures needed to collect the CET and remit the tax to School District.

City and School District agree:

- 1. Information and Forms. School District will provide all of the forms and information necessary to collect the CET including a certified copy of the resolution establishing the CET. City will develop electronic worksheet that will be utilized to calculate CET. School District will develop one letterhead format, incorporating all participating school districts, which will be included into final electronic worksheet. School District will be responsible for any public outreach and/or education efforts and any associated materials such as FAQ's, brochures, etc.
- 2. Staffing. City shall provide sufficient staff to calculate and collect the CET in accordance with the terms of this IGA. School District shall provide sufficient staff to implement all other aspects of the CET program established by the School District. School District shall appoint a single point of contact for whom the City can refer customers. School District shall provide contact information for the single point of contact.
- 3. Collection Start Date. City will collect the CET on behalf of School District for those properties that are within the School District boundaries and within the overlapping geographic areas of City for which the City processes building permits.

- A. City shall collect the CET from building permit applicants in conjunction with collection of the other building permit fees.
 - B. City will begin collecting the CET upon:
 - 1. Receipt of a certified copy of School District's resolution establishing the CET which is in compliance with the CET law.
 - 11. Receipt of a fully executed original copy of this IGA.
 - 111. But no earlier than July 1, 2008.
 - C. City will continue collection until the CET expires, the underlying statutory authority is repealed, the program is terminated by School District, or this IGA is terminated by either the School District or the City.
 - D. In the event School District increases or otherwise modifies the tax; it shall send the City of (City Name) written notice of the increase or other modification, including a copy of the School District's resolution adopting the change. The City of (City Name) shall collect the tax at the new rate within thirty (30) calendar days after notice is received by the City of (City Name) or upon the effective date of the change stated in School District resolution, whichever is later.
4. Refunds. School District agrees to process and issue any required refunds of CET.
 5. Exemptions. If the building permit applicant asserts that the applicant is exempt from the CET the City shall notify the School District of the applicant contact information. School District is responsible to determine the validity of the exemption and to institute collection procedures to obtain payment of the CET, as well as any other remedy School District may have under law, if the application was not entitled to the exemption. Statutory exemptions to the CET are included in Exhibit A to this agreement.
 6. Remittance. City will remit on a monthly basis the collected CET, less 1% for administrative costs, to School District along with copies of completed CET collection forms or proof of filing of a School District's CET Exemption Form and a summary report of all CET related permit activity. No other CET reports are required. School District shall deposit the CET collected into the appropriate School District accounts.
 7. Failure to Pay CET. The City shall collect the CET from the building permit applicant at the time that the permit authorizing construction subject to CET is issued. Upon refusal or failure to pay the CET when due, the City will supply the School District the applicant contact information so the School District can commence collection of the CET. In no event is the City liable for failure to collect CET when due.
 8. Records. City shall make all records relating to the building permit authorizing construction subject to the CET and CET collections available to School District, or its designated auditors, as necessary for School District to audit CET collections.

9. Administrative Fee. As consideration for the above described services, the City shall retain an administrative fee in an amount equal to 1% of the CET collected by the City as authorized by Section 5 of the CET law.
10. Amendment. This IGA may be amended only by mutual written agreement of the City and School District. City and School District further agree to negotiate in good faith to amend this IGA should the CET law be amended by subsequent legislation or judicial proceedings so that this IGA is consistent with the most current legislation. Refusal to negotiate an amendment to this IGA is grounds for immediate termination.
11. Other Agreements. This CET Collection IGA does not affect or alter any other agreements between School District and City.
12. Defense and Indemnification. Subject to the limits of the Oregon Tort Claims Act, School District agrees to defend, indemnify and hold harmless the City of (*City Name*) specifically, its officers, agents and employees, against all claims and actions, and all damages and expenses related thereto, arising from the performance of this agreement, or relating to the subject of this agreement. The obligations of this paragraph shall include, but not be limited to:
 - A. Any and all challenges to the City of (*City Name*)'s collection or calculation of the CET on behalf of School District;
 - B. Any and all claims of injury to any and all persons or property caused directly or indirectly by reason of any and all acts or omissions of the School District or the City of (*City Name*) in the performance of this IGA or adoption of the CET; or
 - C. Any and all challenges to the City of (*City Name*)'s decisions or determinations concerning the amount of any CET, including calculation of such tax and /or any exemption(s); or
 - D. Any and all claims of Senate Bill 1036 non-compliance.

Nothing in this section shall be construed as requiring the School District to indemnify the City of (*City Name*) for damages arising out of or by reason of any willful misconduct by the City of (*City Name*) generally, its officers, agents or employees.

13. Tennination. Either party may terminate this IGA for any reason upon 90 days written notice to the other party.
14. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
15. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not

be impaired. All provisions concerning liability and indemnity shall survive the termination of this IGA for any cause.

16. No Third Party Beneficiary. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
17. Merger Clause. This IGA constitutes the entire agreement between the Parties. No waiver, consent, modification or change of terms of this IGA shall bind either Party unless in writing and as set forth in paragraph 10, above. Any waiver, consent, amendment, modification or change, if made, shall be effective only for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

IN WITNESS WHEREOF, the duly authorized representatives of the **City of (City Name)** and **Reynolds School District No. 7** have executed this IGA:

CITY OF (City Name)

REYNOLDS SCHOOL DISTRICT NO. 7

By:

By:

EXHIBIT A EXEMPTIONS

The following improvements are exempt from the School Construction Excise Tax by statute:

1. Private School Improvements
2. Public Improvements as defined in ORS 279A.010
3. Residential housing that is guaranteed to be affordable, under guidelines established by the United States Department of Housing and Urban Development,
to households that earn no more than 80% of the median household income for the area in which the construction tax is imposed, for a period of at least 60 years following the date of construction of the residential housing.
4. Public or Private Hospital improvements
5. Improvements to religious facilities used for worship or education associated with worship.
6. Agricultural buildings as defined in ORS 455.315 (2) (a)

7. School Construction Excise Tax imposed on structures intended for nonresidential use may not exceed \$25,000 per building permit or \$25,000 per structure, whichever is less

To: Board of Directors

From: Shaunice Silas, Executive Director of Human Resources

Subject: Collective Bargaining Agreement with Reynolds Education Association

Type: Action Item Report / Presentation

Policy: BBA: Board Powers and Duties

Date: November 20, 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 District and Reynolds Education Association agreed on a two year contract effective July 1, 2024 – June 30, 2026.

Please refer to the following attachment(s): REA Collective Bargaining Agreement

Previous Board Action:

The Board approved the previous contract on January 26, 2022.

Financial Implications:

Cost per article will depend on FTE and stipend usage based on placements on the salary schedule.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the Collective Bargaining Agreement between Reynolds School District and Reynolds Education Association, effective July 1, 2024 to June 30, 2026.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

**Collective
Bargaining
Agreement
Between
Reynolds Education Association
And
Reynolds School District
2024-2026**

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Preamble

A. Parties

This Agreement is entered into between the Board of Education on behalf of the Reynolds School District No. 7, Multnomah County, Fairview, Oregon, herein referred to as the "Board" or "District," and the Reynolds Education Association herein referred to as the "Association".

B. Intent

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for teaching personnel included in the bargaining unit.

C. Application

Both parties agree that the provisions of this Agreement shall not be applied in a manner which is inequitable.

Article 1 Recognition

A. Association

1. The Board recognizes the Association as the exclusive bargaining representative on wages, hours and conditions of employment for all licensed teaching personnel in the bargaining unit of the District.
2. The Board agrees not to negotiate or otherwise deal with any other employee organization other than the Association, through its designated representative during the term of this Agreement, provided that if another employee organization is lawfully recognized or certified as the exclusive bargaining representative pursuant to ORS 243.666, the Board may negotiate with such organization regarding changes in salaries, hours, terms and conditions of employment, to become effective after the expiration of this Agreement.

B. Board

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiation spokesperson officially designated by the Board to act on its behalf.

C. Exclusions

Supervisory, confidential employees and other employees as defined by Oregon statute, and classified employees are specifically excluded from the bargaining unit.

D. Restrictions

It is agreed that neither party, nor any of its members, will attempt to negotiate privately or individually with anyone but the authorized representative of the other party on matters pertaining to wages, hours and other conditions of employment.

Article 2

Negotiations Procedure

A. Procedures

Not later than February 1st of the school year in which this Agreement expires, the parties shall meet on a mutually agreed date for the purpose of establishing ground rules, reaching agreement on any procedures necessary for the negotiation of a successor agreement which are not hereinafter provided and to fix a date for the exchange of proposals in the agreed upon format.

B. Composition of Negotiation Teams

The composition of the negotiation teams shall be left entirely to the discretion of the respective individual parties.

C. Publication of Agreement

Upon conclusion of all negotiations, the successor agreement reached between the parties shall be reduced to writing and signed by:

1. The Association President and negotiations team.
 2. The Reynolds School Board Chairperson and negotiations team.
- There shall be two official signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. After ratification of this Agreement, the District agrees to post a copy of the Agreement on the District website within thirty (30) days. The District shall also provide hard copies for unit members, upon request.

Article 3 Miscellaneous

A. Agreement Modification

This Agreement shall not be modified in whole or in part by the parties except by written memorandum(s) of understanding mutually agreed upon and duly signed by both parties. As soon as practical, any modification of this Agreement shall be posted on the District website.

B. Compliance Between Individual Agreement and Master Agreement

Any individual agreement between the Board and an individual unit member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual agreement contains any language inconsistent with this Agreement, this Agreement—during its duration—shall be controlling.

C. Separability

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any such tribunal, the remainder of this Agreement shall not be affected thereby, and upon the request of either the Board or the Association President, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

D. Subheadings

The articles and paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meanings and interpretations of this Agreement.

E. Continuance Clause

If the successor agreement has not been signed by both parties prior to the expiration date of this Agreement, this Agreement shall remain in effect during negotiations for a successor agreement. This Agreement ends at the end of the thirty (30) day cooling off period.

F. Benefits for Part-Time Unit Members

Any benefit, including tuition money, to which eligible unit members are entitled under the provisions of this Agreement shall be granted on a prorated basis for less than full-time unit members.

G. District Email System

The District email system shall be considered an official form of communication for departmental, District and school business. Information requiring unit members to take action, such as signing documents, submitting information or attendance at a district mandated function will state “action required” in the subject line. Unit members are expected to have an up- to-date District email account and to check it at least daily on contractual days for departmental, District and school communications. The District will respond to all member enquiries, whether by email or phone, within three (3) business days. District staff will acknowledge a member’s email if a “Read Receipt” is requested to verify receipt of association member’s email within twenty-four (24) hours.

H. ESSA

The parties acknowledge that Federal and/or State changes in the law may have an impact on bargaining unit members. Prior to implementation, the District will collaborate with the Association on any decisions or changes that may impact bargaining unit members’ terms and conditions of employment. This shall not limit the District’s right to implement changes, subject to its obligation to bargain pursuant to Oregon law.

Article 4

Association Rights and Privileges

A. Information

Upon request, the Board agrees to make available to the Association all public records necessary for its functioning as exclusive bargaining agent. The Association agrees to pay any costs incurred by the District to supply requested information that is not produced in the District's ordinary course of business.

B. Bulletin Boards

The Association shall have, in each school building, the use of a portion of an existing bulletin board in each staff room.

C. Mail Facilities and Mailboxes

The Association shall have the right to use the inter-school mail facilities in accordance with postal regulations and school mailboxes so long as all mail or material is identified as Association business.

D. Fall Orientation Program

1. On the fall orientation day, the District shall not schedule any meeting prior to nine o'clock AM (9:00 AM) for new unit members so that they may, if interested, attend an Association-sponsored breakfast.
2. Upon request, the Association will be given up to ten (10) minutes to make announcements and distribute materials at the District-wide meeting held during the orientation/in-service at the beginning of the school year.

E. Roster

By November 1st of each year, the District shall provide to the OEA an electronic database of each employee in the bargaining unit (both active and non-members) that includes name, employee ID number, first date of service, FTE, classification or title, PERs classification, worksite (i.e. check location), position on the salary schedule, and residential address and phone number (unless requested to be withheld by the employee).

Whenever a new employee is hired into the bargaining unit, the District shall provide this information within thirty (30) days of hire.

F. New Unit Member Information

The Association will have the right to have placed in the District Personnel information package to all new unit members a letter prepared by the Association, informing said unit members that the Association is recognized as the exclusive negotiating representative for all licensed employees in the Reynolds School District. In addition, Association representatives shall have the right to attend any new member orientations held throughout the year and to provide relevant Association materials and information.

G. Use of School Buildings

The Association and its representatives, including representatives for Association sponsored unit member benefit programs who are guests of REA building representatives, shall have the right of access to school buildings, including meetings with unit members during their duty-free lunch period, providing there is no interference with school or community programs. Upon arrival, the representative will notify the office of **their** presence. The Executive Director of Human Resources will be notified in the event the Association wishes to hold a general meeting in District buildings.

H. Right to Speak at Meetings

Upon request, an Association representative shall be granted a period of up to ten (10) minutes to make announcements at one (1) staff meeting per week. Longer presentations are permissible if approved by the administration.

I. Association Representative

The Association may designate representatives for each building to function as the Association representative on matters relating to contract maintenance. The District agrees to permit the individual to function as an Association representative during the workday if the activities do not interfere with or interrupt **their** own work assignments nor the assignments of other employees.

J. Use of Electronic Communication

Representatives of the Association will have the right to use school phones, FAX machines and other forms of electronic communication relating to Association business, in so far that such use by the Association would not interfere with District operations. The Association shall be liable for additional costs in connection with such use.

K. Association Leave

1. Unpaid leaves of absence for up to two (2) years in increments of no less than a semester shall be granted, upon request, for the purpose of serving as an officer of the NEA/OEA/REA or on its staff. This leave shall be extended for as long as the unit member is serving as an officer in NEA/OEA. No more than the equivalent of two (2) full time leaves will be granted per year.
2. If a qualified replacement is available, the District agrees to release the Association President for the equivalent of one-half teaching time on a schedule that is mutually agreeable to the District and the Association. The full cost of the temporary replacement, including salary, payroll costs, and insurance benefits, will be paid by the Association. The Association President shall be considered a full-time unit member with all the benefits of a full-time unit member under this Agreement. In the event that the Association President is not released half time, if qualified substitute(s) can be found, there will be up to forty (40) days available for use by the President for Association work on a regular schedule mutually agreed upon by the Association and the District.
3. An additional twenty-five (25) days of release time will be granted, usable by unit members in not less than half-day portions upon approval by the President. The Association shall reimburse the District for the cost of substitutes, including salary and payroll costs. Additional days may be granted upon mutual agreement between the District and the Association.
4. If the District needs to meet during the workday with unit members who are Association leaders, the District shall release the unit members without loss of pay.

Article 5 Employee Rights

A. Organizing

Members of the bargaining unit for which the Association is the exclusive representative have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation in collective bargaining with their public employer in matters concerning employment relations. No District representative shall interfere with or take reprisals against any member for exercising these rights.

B. Conformance with Law

Nothing contained herein shall be construed to deny any unit member their rights under the Constitution and Laws of the United States and the State of Oregon.

C. Required Meetings or Hearings

Whenever any unit member is required to appear before a building supervisor, Superintendent, Board, or any member thereof, for an interview which may lead to demotion, suspension or dismissal, then the unit member shall be given prior written notice of the reason(s) for such a meeting and shall be entitled to have present an Association representative of their choosing.

D. Evaluation of Pupils

1. The teacher or licensed unit member shall maintain responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without discussion with the teacher or licensed unit member, unless unavailable, and the approval of the Superintendent of the District. The teacher or licensed unit member shall be notified in writing if a grade or evaluation is changed.
2. Tasks defined under OAR 584-005-0005(53) for licensed teachers include instruction or coordination of educational programs.
3. Teachers or licensed unit members may use paraprofessionals instructionally only to provide instructional assistance under the direct supervision of the licensed teacher or unit member and not as a substitute for the licensed teacher or unit member.

E. Just Cause

No unit member shall be disciplined without just cause. In applying discipline, the District shall conduct a fair and objective investigation and, as appropriate, utilize progressive discipline. All information forming the basis for disciplinary action will be made available to the unit member and the Association. Any violation of this provision may be used as a basis for a grievance.

However, this Article does not apply to the dismissal of probationary unit members or the non-renewal of probationary unit members' contracts (such matters are excluded because they are governed by ORS 342.835), nor does it apply to assignment to or retention in Extended Responsibility assignments. For purposes of this Article and in relation to ORS 342.835, probationary unit members include any teacher who is not a contract teacher as defined by ORS 342.815. If a unit member is to be disciplined or given a reprimand by any member of the administration, they will be given prior written notice of the specific subject(s) for such a meeting and shall be entitled to have a representative of the Association present. Unit members may ask for additional clarification regarding the specific subject(s) in the prior written notice.

F. Due Process

No unit member shall be dismissed without due process. Due process for the purpose of this Article is defined as:

1. The unit member will be told the reasons and given the information forming the basis for such action prior to any final action.
2. The unit member will have the opportunity to respond to the allegations.
3. The unit member will have an opportunity to discuss the matter with their supervisor.
4. Upon request, the unit member shall be allowed to be heard by the Board prior to the Board taking an action on a recommendation for dismissal.
5. The unit member shall have the right of Association representation. The unit member will have the right to appeal only the procedure of Paragraph F using the grievance procedure outlined in this Agreement.

G. Professional Communication

Administrative criticism of a unit member shall be appropriately private and delivered in a professional and respectful manner. Any grievance regarding administrative criticism may proceed through Level Three and end there.

H. Procedures and Timelines for Evaluation

1. Declaration of Intent

The purpose of the evaluation procedure is to improve instruction, encourage individual growth and assure that all unit members are performing at an acceptable level.

- a. Evaluation of unit members shall be done on the established District forms and shall be based upon individual goals and District Performance Standards as described in the District Professional Development and Evaluation Program.
- b. Recognizing that the Association and the District have developed and agreed to the evaluation cycles and procedures (Sections 2 and 3) as described in the District Professional Development and Evaluation Program, any adjustments in Board policy or administrative procedure related to the program shall require the participation and agreement of both parties.

2. Evaluation Cycles

- a. The determination of the length of the evaluation cycle for unit members, including any changes to the length of the cycle shall be determined using the procedures outlined in the District Professional Development and Evaluation Program.
- b. It is expected that while unit members on multi-year cycles would only be given a formal evaluation at the completion of that cycle, regular observations (including feedback) would continue.

3. Evaluation Procedure

The procedure for all unit members shall be set forth in the District Professional Development and Evaluation Program and shall include:

- a. An annual goal-setting conference with the administrator assigned to evaluate them. Goal setting shall be based upon the unit

member's status from the previous school year, as outlined in the District Professional Development and Evaluation Program. In the event that there is disagreement concerning the goals set by a unit member in Collaborative or Directed Improvement status (as outlined by the District Professional Development and Evaluation Program), the goals shall be determined by the Superintendent or designee.

- b. At least one formal observation per evaluation cycle shall be preceded by a pre-observation conference. A post-observation conference, including a written assessment provided to the unit member, will be held within five (5) working days following the formal observation. In the event multiple observations are scheduled, the post-observation conference shall be held within five (5) working days following the last formal observation.
- c. A summative evaluation conference with the administrator assigned to evaluate the unit member. The District recognizes that the summative evaluation of a member is the culmination of an ongoing process that includes assessment and feedback to the unit member. Administrators shall make the unit member aware of performance issues that arise prior to rating the unit member as "Needs Improvement (2)" or "Unsatisfactory (1)" in that performance area on the summative evaluation.
- d. Specialists
One (1) administrator will be assigned as the primary evaluator for any specialists whose assignments include two (2) or more buildings. The designated administrator will complete the goal setting process with the licensed staff member, as outlined in the District's Professional Development and Evaluation Program. Observations from all administrators will be turned over to the designated administrator for final evaluation. In the event of conflicting assessments of a shared specialist, the Superintendent or designee shall be responsible for reconciling the differences. This is not to infer that a composite evaluation will result, but only that all parties shall understand the nature of the difference.

The assignment of the designated administrator will be made by the Executive Director of Human Resources. If the specialist objects to the administrator assigned, they must arrange for a conference within three (3) days after receiving notification of the assigned

administrator, to request consideration for changing the primary evaluator.

A TOSA or any other unit member shall not be involved in the evaluation of unit members.

4. Plan of Awareness

Should concerns be noted about a unit member's classroom performance, then the District will initiate a Plan of Awareness using the procedures and forms outlined in the District's Professional Development and Evaluation Program. No more than three (3) Plans of Awareness in the same teacher evaluation tool domain shall be implemented for any member within an evaluation cycle.

5. Program of Assistance

a. Procedure for Placement on a Program of Assistance

- i. A unit member who has been declared as not meeting District standards and/or Oregon State Statutes 342.835, 342.865 may be placed on a Program of Assistance.

Should a deficiency be noted which is related more to discipline than to classroom performance, the District will initiate progressive disciplinary measures rather than a Program of Assistance. In this case, however, the District will adhere to the just cause and due process provisions in this Article.

- ii. Whenever a unit member's placement on a Program of Assistance results from substandard classroom performance, a minimum of two formal observations, with written assessments, shall precede such action.
- iii. During a conference the administrator shall give the unit member written notification indicating placement on a Program of Assistance. A copy of the written notification shall be given to the Association President.

b. Procedure While On Notice on a Program of Assistance

- i. Not later than ten (10) school days after placement on a Program of Assistance, the evaluator, with the participation of the unit member and the authorized Association representative,

shall have developed a planned Program of Assistance using the procedures and forms outlined in the District Professional Development and Evaluation Program. The completed Program of Assistance shall be reviewed by the Superintendent or designee. If there is any disagreement regarding the Program of Assistance, it shall be resolved by the Superintendent or designee.

- ii. The Program of Assistance shall include identification of the District performance standards not being met, expectations of how performance standards can be met, the procedure for monitoring progress during the Program, the assistance to be offered (including the opportunity to request outside administrative observations), the timeline for improvement, and completion of the Program.
 - iii. The Superintendent or designee may be called upon to make an observation followed by a written evaluation and conference, prior to the final resolution of the Program of Assistance.
 - iv. Any modification to the Program of Assistance by the evaluator shall not be implemented without first communicating with the unit member and the authorized Association representative.
- c. Procedure for the Resolution of Program of Assistance Status
- i. If the unit member has demonstrated compliance with stated recommendations to meet performance standards, as determined by the evaluator, the unit member shall be removed from the Program of Assistance category. Upon successful completion of a Program of Assistance, the District shall notify the unit member and the Association of that fact in writing within five (5) working days.
 - ii. After the final evaluation has been completed and failure to make satisfactory improvement has been demonstrated, one or more of the following alternatives are available to the evaluator in ascertaining the future employment status of the unit member: extension (not to be more than one year of a Program of Assistance placement) or, if necessary, termination of services. If a third-year probationary unit member has failed

to be removed from the Program of Assistance by March 1st of that year, the only resolution is termination.

- iii. When a unit member has been satisfactorily removed from a Program of Assistance, their employment status shall be considered such that no further action shall be deemed appropriate by the evaluator and/or building supervisor which could be construed as additional punitive action regarding that particular Program of Assistance placement.

6. Application

It is understood that only the procedure of Section H will be subject to the grievance procedures of the Agreement. The content of the evaluations will not be subject to the grievance procedure.

7. Representation

The unit member shall have the right to Association representation throughout the Program of Assistance steps of this procedure.

8. Monitoring of Evaluation Process

The established Evaluation Committee shall be comprised equally of RSD and REA representatives and will continue to meet on an on-going basis for the purpose of monitoring the implementation of the District Professional Development and Evaluation Program. The committee will seek feedback on the implementation from administrators and unit members and will make recommendations to the District and the Association regarding adjustments to the program. These recommendations will be submitted no later than May 1st of each year during the duration of this agreement, to both the District and the Association for consideration. In accordance with Section H.1.b, any action regarding these recommendations shall require negotiation by and agreement of both the District and the Association.

I. Personnel Files

1. Unit members and/or their representatives shall have the right to, upon request and in the presence of an administrator, review the contents of their District personnel file and to receive copies of any documents contained therein.
2. Working files may be kept by building administrators. Unit members and/or their Association representatives shall have the right, upon

request and in the presence of the administrator, to review the contents of the building working file and to receive copies of any documents contained therein.

3. Any material that could be construed as negative will not be placed in the District personnel file unless the unit member has had an opportunity to review the material. The unit member will acknowledge that they have had an opportunity to review such material by offering their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with contents thereof. The unit member shall have the right to submit a written response to such materials which will be reviewed by the Executive Director of Human Resources and attached to the file copy.
4. Access to a unit member's personnel file shall be limited to persons who have a valid need to inspect the file for purposes related to legitimate District interests and who have obtained the prior approval of the Executive Director of Human Resources. All persons reviewing a personnel file, other than Human Resources personnel, shall indicate such review by entering their name, position, and the date on a log kept in each file.

J. Complaints

A complaint is negative information received from a third party and conveyed to the administration (or Board) with the intent that the administration take action.

1. Informal Process

The supervisor will encourage the complainant to meet with the unit member and discuss the complaint. The administrator will confer with the member and/or the complainant in order to resolve the complaint.

2. Formal Process

If the complaint is not resolved through informal discussion with the administrator, and the complaint might result in a negative evaluation, discipline or placement in the personnel file, the following procedure will apply:

- a. A unit member shall be informed in writing of the complaint.

- b. The building principal or their designee shall meet with the unit member to discuss the complaint. If the informal process was not followed, then the unit member will be provided a copy of the complaint at least twenty-four (24) hours before the meeting. If the informal process was followed and the complaint moves to a formal process, then a copy of the complaint does not need to be provided to the member. Any complaint shall include the following information: name of the unit member against whom the complaint is made, the date and nature of the complaint, and the name of the complainant.
 - c. The meeting shall occur within ten (10) working days of receipt of the complaint if both parties are available or as soon thereafter as possible.
 - d. Before any negative evaluation or disciplinary action occurs as a result of a complaint, the District shall investigate the complaint and determine the complaint's validity. The results of the investigation indicating the area(s) of the written complaint found to be valid or invalid shall be reduced to writing and attached to the complaint.
 - e. The District will notify the unit member of the disposition of the complaint in a timely manner. The unit member shall have a right to attach a written response to any document that is placed in the personnel file as a result of a complaint.
3. General Provisions (These apply to both informal and formal processes.)
- a. Oral or anonymous complaints shall not be:
 - i. used by the District as a basis for discipline unless independently corroborated evidence is obtained through the investigation;
 - ii. reflected in the unit member's evaluation or be placed in the unit member's personnel file unless independently corroborated evidence is obtained through the investigation;
 - iii. shall not be submitted as a formal complaint by the administrator on behalf of the complainant.

- b. Any party involved in the complaint process shall be assured freedom from criticism, discrimination, or reprisal in processing a complaint.
- c. The unit member shall have the right to Association representation of their choice in any meeting involving a complaint.
- d. This complaint procedure will not apply when there are allegations of criminal activity, sexual harassment, sexual conduct or discrimination.

K. Final Evaluation

A final written evaluation of a unit member who leaves employment with the District at the conclusion of the school year, will be mailed to the unit member upon completion.

L. Personal Life

The personal life of a unit member is not an appropriate concern of the District unless it interferes with the unit member's contractual responsibilities. The personal property of unit members shall not be subject to search by any District representative without a search warrant or prior approval of the unit member, except in cases where there is reasonable suspicion of imminent danger to students, or facilities.

M. Workplace and Environmental Safety

The District will comply with State and Federal laws and regulations pertaining to environmental concerns, workplace safety and a healthful working environment. Unit members who notice unsafe or hazardous conditions in their work environment may report such conditions to their supervisor or on the Safety Input Form, which will be routed to the Building Administrator and the designated District office official. A copy of the form will be completed by the designated District official and returned within two (2) weeks to the unit member with written information regarding the District's response.

Should an environmental hazard(s) be discovered during the District's investigation of the information on the Safety Input Form, bargaining unit members who work at the worksite will be electronically notified of the hazard. In addition, when an environmental investigation is conducted, any written report will be made available at the worksite. Updates shall be provided during the course of the investigation as available via the Building Administrator as received from Facilities staff. If the District is the entity

creating the written report, then it shall include the following: findings and results; any action needed to mitigate the condition(s) in question; and a timeframe for expected completion of any work deemed necessary to remedy the condition(s). Should the unsafe or hazardous conditions result in an Oregon Health and Safety Administration (OSHA) investigation, then a copy of the findings of the investigation shall be provided to all unit members who work at the affected site. In the event of a public health emergency, upon receipt of a demand to bargain from the Association, the District shall work with the Association to craft an MOU related to the health and safety impact of the emergency.

N. Anti-Discrimination

The District acknowledges that it is subject to various state and federal laws relating to discrimination based on age, race, religion, sex, marital status, national origin, sexual orientation, gender, gender identity, disability, union activity or membership or non-membership in the Association.

The parties agree to encourage individuals who claim discrimination issues to use whatever currently existing procedures under the law or Board policy exist to redress these issues.

O. Student Performance Data

Any attempt to use student performance data for evaluation purposes and transfers shall take into consideration all of the following:

1. multiple measures of teacher effectiveness based on widely accepted standards of teaching that encompass a range of appropriate teaching behaviors,
2. the use of multiple evaluation methods,
3. evidence of student academic growth and learning based on multiple measures of student progress.

Student performance on tests shall not serve as a basis for disciplinary action.

P. Teaching Materials

If the District is unable, for any reason, to provide the materials, equipment, technological resources and support and/or training necessary for implementing a District program, the District will not hold members accountable for implementation of that program. The District and

Association will collaborate to determine which materials, equipment and/or training are necessary to implement a District program.

The District and the Association will collaborate on decisions regarding the acquisition of new curricular and/or technological materials or programs based on grade level and subject matter, curricular standards, and the desired skills to be developed. The District and Association will collaborate on a timeline to be communicated to members prior to implementation of said materials and/or programs, giving members a minimum of sixty (60) days notice, unless a shorter timeline is required by State mandate. If the District is offering a bilingual and/or immersion program, all the District adopted curriculum, as approved by the Board, will be provided in appropriate languages. If the District is unable to provide the curriculum in the appropriate languages, they will pay members who agree to do this work at their hourly rate; this work must be pre-approved by the District in a timely manner. This rate will only apply to District adopted curriculum, not supplemental materials.

Q. Instructional Program/Model Changes

District directed changes in instructional programs/models, including changes to grading models, must be made in collaboration with Association leadership prior to implementation. This process must begin at least ninety (90) district work days prior to the proposed change when implemented during the current school year, or no later than February 15th if the change is scheduled for the beginning of the following school year, unless otherwise required by State mandate.

Article 6 District Rights

A. Legal

The parties jointly recognize that pursuant to ORS 332.072 to 332.075 and ORS 332.105 to 332.107, the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

B. Authority

The parties agree that the District retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it, consistent with ORS Chapter 336. Rights of employees in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Oregon Statute, and the District retains all prerogatives, functions, and rights not limited by the terms of this Agreement or by Oregon Statute.

C. Limits

Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis or to discontinue completely.

Article 7 Employee Work Year

A. Standard Contract

The standard contract year for unit members who have been previously employed in the District shall be one hundred eighty-six (186) days. The standard contract year for new unit members shall be one hundred eighty-seven (187) days. Total instructional hours shall not exceed 101.714% (178/175) of the hours required by the state at any level. All days counted by the District toward the state required hours shall be counted toward the instructional hours total. Beginning with the 2025-2026 school year, the standard contract year for previously employed unit members shall be one hundred ninety (190) days, and for new members one hundred ninety-four (194) days.

B. Distribution of Contract

The one hundred eighty-six (186) day contract period shall consist of:

1. One hundred seventy-four (174) – Pupil Instruction Days
These days shall include conference days that are counted toward the total state required instructional hours. Should the District schedule Proficiency Days, which are intended to provide students with opportunities to relearn or reattempt demonstration of knowledge of content standards, such days shall be included within the one hundred seventy-four (174) pupil instruction days.
2. One (1) – Conference Prep Day (K-12)
This day, should the District schedule conferences, is to be member-directed and utilized by members to prepare classrooms and materials, grade/evaluate student work, enter/analyze data, and/or voluntarily meet with other members to collaborate in preparation for conferences.
3. Three (3) – Staff Development Days
In the event the District schedules a second set of conferences, one-half (½) day shall be converted from a staff development to a conference prep day.
4. One (1) – Mid-Year Planning (K-12)
There shall be no required District and/or building staff meetings on this day. Building administration may disseminate a menu of options/topics for unit members to consider.^{1.34} These days are to be unit member

directed and utilized by unit members to enter/analyze data, prepare materials and/or lessons, and/or voluntarily meet with other unit members to collaborate. Members may have the option to work from home on this day.

5. Two (2) Fall Pre-Instructional Workdays

These days are to be used by members to prepare classrooms, materials, and lessons. There shall be no required District and/or building staff meetings on these days.

6. One (1) – Summer Post-Instructional Day

This day is to be used by members to put away/organize classrooms, materials, and check out with administration. There shall be no required District and/or building staff meetings on this day.

7. Four (4) – Pupil Evaluation and/or Course Development Days

There shall be no required District and/or building staff meetings or duties on these days unless they have been mutually scheduled with the Association. These days are to be member-directed and utilized by members to grade/evaluate student work, enter/analyze data, prepare materials and/or lessons and/or voluntarily meet with other members to collaborate. Members may work from home on these days.

8. Four (4) – Paid Holidays (Beginning with the 2025-2026 School Year)

There shall be four (4) paid holidays as listed below

1. Labor Day
2. Veterans Day
3. Martin Luther King Day
4. Memorial Day

In years when Juneteenth falls on a teacher workday, that day will count as a paid holiday and will appear on the members' June paycheck.

C. Calendar Development

Prior to winter break, the calendar committee, including at least three (3) members appointed by the Association, shall establish the employee work year calendars, including the first and last employee contract days and the dates for winter and spring breaks for the following year. The Board shall take action on these dates in the month of February.

The proposed calendars, including instructional, grading, in-service and conference days, shall be given to the Association by April 1st, of each year for the purpose of identifying negotiated days and receiving Association recommendations regarding non-negotiated days. The Association shall have at least two (2) weeks to review the calendars prior to adoption by the Board.

Calendars for any alternative programs and calendars that operate beyond the regular school year shall be developed with staff involvement and be reviewed by the Association.

D. State Inservice Day

The State Inservice Day shall be a non-contract day. Any teacher directed in writing to attend a conference or workshop or required to work by an administrator will be compensated in accordance with Article 22(d).

E. Early Release/Late Arrival

Early release and/or late arrival days for students may be designated by the District. These will be used for the purposes of staff development and/or training, application/implementation, collaboration, planning, or collaborative preparation of curriculum/lessons specifically tied to the staff development. Two (2) early release/late arrival days per month shall be member-directed and utilized by members to prepare classrooms and materials, grade/evaluate student work, enter/analyze data, and/or voluntarily meet with other members to collaborate. In months when there are five (5) early release/late arrival Mondays, the fifth Monday will be unit-member directed.

Prior to the start of the school year, the building level Administration and the building level Association will collaborate to plan the priorities, content and scheduling of these days. In addition, building administrators will create a process for collecting staff input and suggestions as to the content of such days, including opportunities for implementation. On early release days, any planned activities will not start until twenty (20) minutes after student dismissal. On late arrival days, any planned activities will end fifteen (15) minutes prior to the start of school.

F. New Hires

New hires shall receive additional time at the beginning and/or end of the school year to complete their work, prepare properly for the year ahead (or to wrap up the year), and meet student needs.

1. New Hires will be allotted four (4) days prior to the report date for all staff at the beginning of the school year to attend District orientation, PD, meet with the Association, and so on.
2. New Hires brought in after the school year has begun will be allotted one (1) day prior to starting their work. On this day, the District will reserve time for these members to have orientation, do any District mandated training, and so on. Time will be reserved on this day for the new hire to meet with the Association as outlined in Oregon HB 2016, Section 5.
3. All additional work days will be paid at the members hourly rate.
4. In order to be consistent with ORS 342.840, which states that members be “employed for one hundred thirty-five (135) consecutive days in a school year shall receive credit for a full year of employment,” the district agrees that:
 - a. Bargaining unit members hired after the first day with students of a given school year, but whose employment begins with one hundred thirty-five (135) or more days left in the school year, will be Probationary, Year 1 employees.
 - b. Bargaining unit members whose employment begins with less than one hundred thirty-five (135) days left in the school year, will be Balance of the Year employees.

The one hundred thirty-five (135) day cutoff date will be determined from the last day of the contract year.

G. Counseling

Secondary and elementary building principals will be required to make available to counselors up to four (4) days of additional paid time to prepare for incoming students. The additional time may be used at the choice of individual counselors and they may opt to forego the offer. Members who opt not to accept the offer will not be paid and may not seek to receive those days retroactively. Members who accept the offer to work those additional days will be paid at their hourly rate. Member responsibilities during the

additional days will be mutually agreed upon between counselor and building administrator.

Article 8 Emergency Closure

A. Reporting to Work

In the event of school closure due to emergency conditions, unit members will not be required to report to work. For the purpose of this Section the term “emergency conditions” includes, but is not limited to, inclement weather closures, power outages, floods, fires, locusts, roof collapse and any other similar emergencies.

B. Remaining on Duty

If emergency conditions have been declared during the workday, the unit member will remain on duty until the pupils have been safely transported home, as determined by the building administrator.

C. Individual Rights

If an individual member or members feels unwell in their physical environment, to the extent that an individual response and possible accommodation is warranted, members may notify their administrator and work out a reasonable remedy to the situation.

D. Calendar Adjustments

If the number of required instructional hours or days falls below the minimum required by the Oregon Board of Education for state funding support, the calendar shall be adjusted to meet the minimum seat time for students as required by the State. The scheduling of any reinstated days will be made by mutual agreement of the Association and the District. These will be days added to the calendar and not scheduled professional development or other workdays.

Article 9 Teaching Hours

A. Length of Workday

The workday for full-time unit members shall be eight (8) hours Monday through Thursday and seven and one-half (7½) hours Friday.

1. Individual school hours for unit members may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the unit members in that building.
2. Specialists' hours may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the department supervisor and the specialist.
3. Individual unit members may establish flexible work schedules with the written approval of the building administrator who will notify the director of human resources.
4. Individual school hours may be adjusted to accommodate schedule changes (e.g. early release/late start) provided such adjustments are consistent with the contract and approved by the District and the Association.
5. In the event that school hours are to be adjusted members must be notified of this change three (3) months in advance of when that change takes place, unless otherwise required by state or federal mandate.
6. When the District forms a working group to investigate the viability of creating new school start times this group will include representatives from the Association. This work shall commence prior to the end of the school year.

B. Non-Pupil Contact Time

The unit member work-day schedule shall include:

1. Duty free lunch at all levels—minimum of a continuous thirty (30) minutes uninterrupted, preceded by a five (5) minute duty free passing time and immediately followed by an additional five (5) minute duty free passing time.
2. Preparation time:
Preparation time will be given in continuous, uninterrupted minutes, with the exception of an emergency or an unavoidable interruption. Use of this time for preparation shall be determined by the unit member.

Classroom Teachers grades K-5, Elementary Counselors and Specialists – six (6) hours per week (in sections of no less than thirty (30) minutes). One (1) thirty (30) minute section on early release/late arrival days and four (4) forty (40) minute sections throughout the week shall fall within normal instructional time such as when students are released for PE, library, music or other scheduled programs. Representatives from the District and the Association will work together to resolve site-specific concerns about quality of program, consistency of program, preparation time, and coverage of preparation time.

Classroom Teachers grades 6-12 — one (1) class period section per day average for a “traditional” schedule. This period must be within the regularly scheduled classroom instruction time within a building. Specialists, including counselors, shall be provided with an equivalent total amount of preparation time within their schedules during which they will have no assigned student contact responsibilities. The scheduling of these preparation periods shall be mutually agreed upon by the unit member and the building administrator.

Preps for a secondary block schedule (A/B days) shall include one full block (sometimes referred to as a double period) on either the A or B day. On the other day, as much as half of the period may be assigned for other District or school needs (i.e. team prep, student supervision, etc.).

3. Elementary specialists shall have, on average, a student contact day no longer than the average student contact day of other elementary teachers. Elementary specialists who teach prior to or after the normal student contact day shall be given trade time within the student contact day. Such time shall count as trade time only if it is provided in at least thirty (30) minute blocks.

District principals shall endeavor to provide Specialists with transition time between instructional periods.

4. Counselors shall not have extra-duty assignments beyond those duties in the counselor job description or typically assigned to all teachers at their level. Prior to the start of school each year, the building administrator shall gather input from the counselor(s) assigned to the building prior to determining the counselor’s schedule for the year.

In the event a building administrator, after meeting with a representative(s) of the Association (per Section B.2), requires a counselor to cover a preparation period for a classroom teacher, then the content of these preparation coverage periods shall consist of counseling-related curriculum.

Counselors shall have five minutes of transition time between instructional periods when they are engaging in counseling-related instruction.

5. Special Education Case Managers, School Psychologists, Speech Language Pathologists, Occupational Therapists/Physical Therapists – two hundred (200) minutes at minimum per week for case management. This is uninterrupted time. The time shall be in no less than thirty (30) minute sections.

School Psychologists shall be given four (4) hours per week. This is uninterrupted time. The time shall be in no less than one (1) hour sections.

6. Librarians shall have thirty (30) minutes per day of uninterrupted time to use for library management. The use of this time will be determined by members.
7. Job sharing assignments: The District will endeavor to assign preparation time on a basis that will equalize the unit members' responsibilities.
8. Initial schedules (including staff start and stop times, student arrival and departure times, teacher transition and relief times, and teacher preparation times) shall be provided to unit members prior to the first student contact day of each school year. Each building administrator will be responsible for developing a schedule that ensures that members will be given an opportunity to attend to personal/health needs. This schedule will ensure that members have this opportunity at least once within a four (4) hour period. The Association shall be provided copies of the building schedules by the second week of school.
9. Unit members who assume the responsibility for setting their own schedules or for designing a program must receive District approval each school year for the schedule or program design. And, in these

cases, it shall be the individual member's responsibility to build appropriate prep time into their schedule.

C. Number of Preparations

The District shall, whenever possible, without having to reduce a teacher's contracted number of periods, assign middle school and high school teachers to no more than three (3) different subject preparations.

A subject is defined as a specific course which requires a curriculum designed to meet the needs of the students enrolled in that class (i.e. English 9, English 11 and English 12 at the high school level and Advanced Math 7, General Math 7 and Remedial Math 7 at the middle school level). The District will only consider scheduling a teacher for more than three subject preparations after other reasonable options have been exhausted.

Whenever a teacher is scheduled to be assigned more than three preparations, they may request a meeting with the Executive Director of Human Resources, the principal and the Association for preview, input and discussion prior to the assignment.

D. Parent Teacher Conferences

1. The time, provided for conferences within the workday, shall be sufficient to allow the unit member to meet the District conferencing requirements based on class size. It is not intended that conference preparation time should be used for conferencing. Specific hours may vary according to individual parent/teacher requests with approval of the building administrators. Affected unit members may then schedule trade time within their conference week.
2. The building administrator may require unit members to extend regular hours for up to four (4) hours during conference weeks for the purpose of conferences. Specific hours may vary according to individual parent/teacher requests. Affected unit members may then schedule trade time within their conference week.

E. Meetings

1. It is intended that all building meetings shall be scheduled within the workday but shall not infringe on preparation time as designated by the schedule set forth in Section B.2 of this Article.

2. Individual building hours may be adjusted to hold building staff meetings as long as such adjustment stays within the parameters set forth in Section A or F of this article. Any adjustments in time schedules shall be made by the building administrator with input from the unit members.

F. Trade Time

1. Trade time shall be defined as paid release time that, upon prior approval of an administrator, is provided to a unit member in the amount of time equal to the amount spent for any of the following:
 - a. Any District and/or building responsibility scheduled beyond the normal workday.
 - b. Whenever a unit member is given additional supervisory responsibilities within the workday, beyond their regular assignment unless resulting from a personal emergency.
 - c. Unit members will notify the administrator at least twenty-four (24) hours in advance when trade time is being used.
 - d. The administrator shall make every effort to arrange adequate opportunities for use of accrued trade time. If the unit member feels the arrangements for providing trade time are not adequate, they may request they be reviewed by the District office.
 - e. Trade time is not allowed to be taken within the regular teacher-pupil contact period (i.e., during regularly assigned classes which might create the need for a substitute).
 - f. All unit members may be required by their building administrators to attend a back to school night / open house start of school event. The event shall be held no later than October 1st, and shall not be more than three (3) hours in length.
 - g. The other two (2) required events shall be compensated at the members hourly rate.
 1. These three (3) after-school activities, meetings, and/or events shall be scheduled by September 30th of each year.
 2. In the event the District needs a unit member to return for more than three (3) after-school activities, meetings, and/or events, then the District shall meet the following conditions:
 - i. Seek volunteers first.

- ii. The program/event must pertain directly to the unit member's assignment.
- iii. If a requested unit member is unavailable, then the District and Association will work together to provide coverage for the event.

In such cases, the unit member shall be compensated at their hourly rate or receive trade time, at their choice. Any additional after-school activities, meetings, and/or events shall require thirty (30) days' notice.

- h. Unit members who work less than full-time shall receive trade time for after school activities in excess of their FTE x 3. Paid extra duty activities are excluded from the provisions of this Section.

G. Release Time for Wellness Activities

Where District employees have established wellness plan approved by a building administrator, up to thirty (30) minutes a week may be used for this purpose, provided the time is after contact time with students and it does not interfere in any way with job functions (i.e., schedules, meetings, duty assignments, etc.).

H. State and Federal Requirements

The Association may request meetings for the purpose of being updated on new or additional state or federal requirements.

The purpose of the meetings shall be twofold:

1. For the District to identify for the Association the essence and impact of the requirements, and
2. For the Association to have an opportunity to make known any concerns impacting their members and to relay to the District recommendations regarding these concerns.

Article 10

Professional Development

The District and the Association mutually recognize the importance and benefits of providing meaningful in-service/professional development training to employees.

Therefore, District-wide in-service needs shall be identified by a District committee. This District committee shall also include representatives selected by the Association. Committee tasks will include needs assessments of teachers and administrators, correlation with District goals and the gathering of evaluation data for each in-service/professional development training that occurs in order to assess the effectiveness of the professional development program.

Individual/site in-services shall be planned at the site level, with school and District goals serving as a reason for any decisions. Individual site training shall be planned by a site committee that includes representatives selected by the Association representative(s). When planning, the site committee must take into consideration the previous training, background knowledge, and needs of the members receiving the training. The training must be beneficial to members and relevant to their current assignments. In addition, some planning responsibility may include the Site Council if the proposed training is part of the Site Council's planning process. Individual sites shall also conduct a needs assessment of site licensed staff for planning, as appropriate.

On all professional development and/or training days members will be provided a one (1) hour lunch break.

In the event that members complete a training prior to the end of the structured time provided for that training, members will be able to use that time to enter/analyze data, prepare materials and/or lessons, and/or voluntarily meet with other unit members to collaborate.

None of the above shall negate the responsibility of the District or District departments from providing required trainings or in-services deemed necessary by the District, or required by law, for the appropriate delivery of instructional services.

Article 11
Unit Member Assignments, Vacancies, and Transfers

A. Assignments

Tentative assignments for the following school year shall be made prior to the last day of the school year, subject to changes due to enrollment, program changes, financial resources of the District and personnel needs. Prior to assigning newly hired unit members, all current unit members shall be assigned to a position that is within their area of licensure. All unit members shall be notified of any changes in the tentative assignment as soon as such information becomes available. The Association shall be given copies of tentative assignments prior to the beginning of each school year. It is understood that all unit member assignments are at the discretion of the District, subject to terms of this agreement.

B. Specialists

Specialists' assignments will be developed by the appropriate administrator after eliciting input from the unit members involved. Tentative assignment for the following year shall be made at least one (1) week prior to the last day of the current school year. Assignment changes after said date shall be based upon demonstrated District need.

C. Definition of Vacancy

A vacancy shall be defined in the Agreement as any opening that the District intends to fill created by any of the following circumstances:

1. A newly created position.
2. Any opening(s) created by transfer, termination, or reassignment.

D. Notification of Vacancies

Notification of all vacancies will appear on the District website. Vacancies will remain on the District's website for a minimum of five (5) days. All postings will indicate a specific deadline for application, a definition of the position and the expected duration of the position. In-District applicants who are properly licensed for a position will be interviewed for positions for which they applied before a selection is made. Upon request of the applicant, a meeting will be held with the principal and/or the Executive Director of Human Resources to discuss the reason(s) for non-selection. The applicant may be accompanied by their Association representative. A list of all in-District applications will be forwarded to the president of the Association.

E. In-Building Change in Assignment

Unit members who desire a change in grade level and/or subject assignment within their currently assigned building will submit such requests to their building administrator and will have an opportunity to discuss their preferences prior to assignments being made for the upcoming school year. This process shall occur prior to the established District-wide transfer period.

F. Voluntary Transfer

Unit members who desire a change in grade and/or subject assignment to another building may file a written statement of such desire not later than March 1st with the Executive Director of Human Resources. Such statement will include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which they desire to be transferred in order of preference. If an opening is for the following year and is posted prior to March 1st, a unit member will have five (5) workdays to apply for a transfer to that position. After the District has reviewed all properly licensed in-District candidates, the District may fill the position with one of these candidates or open the position to the outside and hire a new unit member. Where vacancies do not exist and mutually agreed transfers are desired, they will be taken into consideration. After April 1st, unit members will continue to be eligible for transfer but must apply for each opening in which they are interested in accordance with Section D above.

A unit member filing a written statement of desire for transfer shall not be selected for an involuntary transfer by virtue of such filing. This shall not eliminate the unit member for selection for involuntary transfer based on normal selection criteria.

G. Involuntary Transfer

Whenever an involuntary transfer is necessary, based upon a change in building enrollment, programs or other needs as determined by the District, the following criteria for selecting the appropriate transferee shall be applied:

1. Area(s) of certification and/or accompanying experience.
2. Length of service in the District.
3. Instructional requirements.
4. District personnel needs.
5. When two or more unit members are equally qualified by licensure and seniority, and if there are no instructional requirements or stated District personnel needs, retention in the position shall be determined by the affected unit members' drawing of lots.

The District and the Association shall devise a procedure for the drawing of lots.

6. Written notice of an involuntary transfer will be given to the unit member at least ten (10) school days prior to the effective transfer date. Upon receipt of this notice, the unit member may make a written request to the Executive Director of Human Resources for a written explanation for the transfer.

Transfers that occur prior to the end of September, but after the commencement of the school year may be made with less than ten (10) days' notice. However, this exclusion in no way abridges the right of the transferee for adequate time for a review of the decision by the Executive Director of Human Resources with the unit member and, if desired, their Association representative.

7. Whenever a unit member is involuntarily transferred and there exists at least two vacancies available for transfer, the transferee will have the opportunity to make known to the appropriate administrator their preference(s) regarding the new assignment.
8. Unit members involuntarily transferred because their position is being reduced or eliminated will be given priority in the placement process at this or the next available transfer opportunity. If a similar non-temporary position becomes available within three (3) school years of the involuntary transfer at the unit member's previous worksite for which they are qualified, then the unit member shall have the option to accept the assignment.
9. It is the intent of the District that all assignments shall be final by the end of the first quarter. Changes in assignments after the end of the first quarter shall occur only if unusual enrollment patterns or staffing changes dictate. When such change is being considered, it shall be reviewed with all affected unit members and with the Association before a final decision is reached.
10. The District, where possible, will endeavor not to subject a unit member to an involuntary transfer more than twice in five (5) years, except in a case of reduction of force.

11. All involuntary transfers will be reviewed by the Executive Director of Human Resources with the unit member, and, if desired, their Association representative.

H. Changes in Assignment:

1. Unit members are to be notified by the building administrator as soon as these changes in assignment are known.
2. Days (based on the unit member's workday) will be provided to accommodate change(s) in the following situations:
 - a. Unit members who are transferred to another building shall be provided with two (2) days. All unit members who transfer to another building shall be provided with physical assistance.
 - b. Unit members who are subject to an involuntary in-building change in room assignment shall be provided with one (1) day.
 - c. Unit members who are subject to an in-building change in assignment that occurs during the work year and which involve a grade level change or a change in fifty percent (50%) or more of the teaching assignment shall be provided with one (1) day.
3. Days may be taken in the form of release time, trade time or pay at the unit member's daily rate, at the discretion of the unit member in consultation with the building administrator.
4. If a unit member's assignment is to be changed, there will be a review by the Superintendent/designee or the Executive Director of Human Resources upon written request of the affected unit member. The Superintendent/designee or the Executive Director of Human Resources will give a prompt written response including their decision and rationale.

Article 12 Grievance Procedure

A. Definitions

1. Grievance—A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement.
2. Grievant—A "grievant" is the person or persons or the Association making the claim.
3. Party-in-interest—A "party-in-interest" is the person or persons making the claim and any persons who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems of contract administration which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Time Limits
Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual written agreement, or for as long as qualifying discussions are occurring.

Either party may determine that the informal discussions have reached an impasse, at which time they will notify the other party in writing. Time limits will then begin on the next workday.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One—Principal or Immediate Supervisor

- a. The Grievant shall first discuss it with their principal or immediate supervisor (with the presence of a designated Association representative, if requested), with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the principal or the immediate supervisor. If the employee does not submit their grievance to the principal or immediate supervisor in writing within twenty (20) school days after the facts upon which the grievance is based first occur or first become known to the employee, any grievance shall be deemed waived. The Grievant may be accompanied and represented by a designated Association representative of their choice when presenting the written grievance.

The principal or immediate supervisor shall reply in writing to the Grievant within five (5) school days after receipt of the written grievance. The Association president shall receive a copy of that response.

4. Level Two—Superintendent

- a. If the Grievant is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance they may file the grievance in writing with the Superintendent, with a copy to the Association, within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner.

- b. After five (5) days, but within ten (10) school days after the Superintendent receives the written grievance, they will provide the Grievant and, if so desired, their designated Association representative and the Director of Human Resources an opportunity to present evidence regarding the grievance. A decision, in writing, will be forwarded to all parties within five (5) days following the meeting.

5. Level Three—School Board

If the decision recommended by the Superintendent does not resolve the problem, the Grievant has the right of appeal to the Board, through the Superintendent's office, within five (5) days of receipt of the Superintendent's decision. The Board will provide the Grievant and, if so desired, their designated Association representative and a District representative an opportunity to present evidence regarding the grievance. The appeal shall be heard at the next regularly scheduled Board meeting which occurs at least five (5) days after the Superintendent has received the Grievant's appeal, in executive session of the Board except where prohibited by Oregon State Statute. Within five (5) days following the meeting a decision in writing will be forwarded to all parties. If the Board does not render a decision within five (5) days following the regular Board meeting, the grievance may proceed to Level Four. However, the Board retains the prerogative to decline the right to review the Superintendent's decision, thereby allowing the grievance, if unresolved at Level Two, to proceed directly to Level Four.

6. Level Four—Arbitration

Grievances not settled in Level Three of this grievance procedure may be appealed by the Association to arbitration provided:

- a. Written notice of a request for arbitration is made to the Superintendent within ten (10) school days of receipt of the Board's answer in Level Three.
- b. The issue must involve the interpretation, application, or violation of a specific provision(s) of the Agreement.

When a request for arbitration has been made within the time frame provided within this procedure, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, either party may within ten (10) school days of the appeal,

request the Employment Relations Board (ERB) to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the Grievant, the Association, and the District. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board as part of the Agreement. A decision of the arbitrator shall, within the scope of their authority, be binding upon the parties. Hearing procedures shall follow AAA rules unless herein designated otherwise.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring them.

D. Rights of Employees of Representation

Employee and Association—Any Grievant may be represented at all stages of the grievance procedure by themselves, and/or, at their option, a designated Association representative. Commencing at Level Two of the grievance procedure, the Association shall have the right to be present and to state its views.

E. Group Grievance

Group Grievance—If, in the judgment of the Association, a grievance affects a group or class of employees at more than one (1) site, the Association may submit such grievance in writing directly to the Human Resource Director. If, in the judgment of the Association, a grievance affects a group or class of employees at one site, the Association may submit such grievance directly to the principal. These submissions shall be considered the level one grievance submission and shall follow all timelines outlined in level one (C.3.b). This provision shall be utilized only when the allegations involve the same contractual provision and the same alleged violation.

F. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. If the grievance is based upon information in the personnel file, such information will remain in the file unless found to be invalid by the grievance procedure.

G. Failure to Meet Timelines

Failure by the District at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the Grievant to proceed to the next step. Failure of the grievant at any step of this procedure to appeal a decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

H. Other Concerns

All concerns, outside of the contractual definition, may proceed through Level Three and end there.

Article 13 Academic Freedom

A. Member Rights and Responsibilities

The Board and the Association agree that it is a unit member's right and responsibility to study, investigate, present, interpret and discuss all relevant facts and ideas in the field of their professional competence. As a professional, the unit member strives to maintain a spirit of free inquiry, open-mindedness, and impartiality in their classroom, and to ensure that learning activities do not adversely reflect upon any individual or group because of race, creed, sex, gender, or ethnicity.

The District shall include unit members in the development of curriculum and the recommendation for the selection of teaching materials. Supplemental materials and instructional methodology may be used by unit members in accordance with District policy and building procedures.

B. Personal and Academic Freedom Committee

Controversial issues that are related to the curriculum may be addressed in a manner that is appropriate to the maturity and intellectual/emotional capacities of the students. In the event a unit member contemplates presenting an issue which they recognize as particularly controversial by the standards of the Reynolds patrons, they will submit the question to the "Personal and Academic Freedom Committee" (PAFC). The PAFC will be composed of two (2) unit members appointed by the Association, two (2) administrators appointed by the Superintendent, and two (2) parents appointed by the Board. The PAFC will rule on the acceptability of the issue for the level to which it is to be presented in the light of community standards and the academic rights expressed in this Article. If the unit member disagrees with the decision reached by the PAFC, they may appeal the decision to the Superintendent for a ruling.

This is not intended in any way to abridge the right of the Board to set limits where it deems necessary.

Article 14

Paid Leaves of Absence

Types of Leaves

Unit members shall be entitled to the following leaves of absences with full pay each school year:

A. Personal Leave

1. When a unit member is absent because of emergencies or personal business that cannot be conducted outside the regular workday and the absence is not covered by any other leave, then the employer will allow the unit member up to three (3) days of personal leave, per year, non-cumulative, with the unit member to be paid **their** daily pay.
2. The principal or supervisor must be notified forty-eight (48) hours in advance except in the case of an emergency. Unit members need not disclose the nature of their personal business when requesting such leave.
3. No personal leave may be granted on days immediately before or after a school holiday or vacation period, nor on the opening day or closing day of the school year without prior approval, except as noted above.
4. Personal leave days shall be granted only in half ($\frac{1}{2}$) or full (1) day increments.
5. Unit members may choose to roll over two (2) days of unused personal leave into the next school year, for a maximum of five (5) days in any one year.

B. Cost of Substitute Leave

Each unit member is entitled to two (2) days per year for which the cost of the substitute is deducted from their salary. These days may be used for personal or professional needs that cannot be taken care of outside the regular workday. In situations where the District feels it is warranted, additional cost of substitute days will be considered if such leave does not unduly disrupt the District's educational program. The monetary amount for cost of substitute leave will be made public and will be available to members.

C. Sick Leave

Unit members who are absent because of personal illness or injury or pregnancy or to care for an ill or injured member of the immediate family, within the guidelines of Paid Leave Oregon (formerly known as PFMLI), the Family and Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), or for any other reason set forth in the Oregon sick time statute (ORS 653.616), shall receive compensation during such absence in accordance with the following provisions:

1. All unit members working on one hundred eighty-six/one hundred eighty-seven (186/187) day (one hundred ninety/one hundred ninety-four 190/194 beginning 2025-2026) contracts shall be granted ten (10) days sick leave during each school year, unit members working two hundred ten (210)-day contracts receive eleven (11) days and those on two hundred thirty (230)-day contracts, twelve (12). Such sick leave shall be credited to said unit members on the first school day of the fall semester. For unit members who begin service after commencement of the school year, sick leave days shall be credited on the first day of employment, be prorated, and rounded up to the nearest half ($\frac{1}{2}$) hour.
2. Sick leave days shall accumulate on an unlimited basis.
3. A unit member who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall, upon proper verification be allowed to transfer into this District, the number of sick leave days so accumulated, as allowed by Oregon Statute.
4. Each unit member shall be given a written accounting of their accumulated sick leave in their monthly payroll report.
5. Verification—a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the unit member's attending physician or practitioner that injury or illness prevents the individual from work if requested by the Superintendent or designee. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence. All medical records, including verification provided to the District, shall be confidential.
6. Unused accumulated sick leave will be able to be applied to the individual's retirement formula if allowed by Oregon Revised Statutes.

7. Cancellation—it is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
8. Any unit member who has used all accrued sick leave and any available sick leave from a sick leave bank, and is unable to return to work immediately following the exhaustion of such sick leave shall be granted an unpaid medical leave for the remainder of the school year or for a period to be specified by the unit member and their physician but in no case for more than the balance of the school year.
9. The sick leave benefits set forth in this Section shall constitute a substantially equivalent program for purposes of satisfying the requirements of ORS 653.611.
10. If a public health emergency requires a mandated quarantine for a minimum number of days the district and Association shall bargain over whether to provide special paid leave for employees.

D. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide unit members with additional sick leave to bridge the time loss required by their own illness or injury or permanent or long-term incapacity or the serious health condition of their child, as defined by the Oregon Family Leave Act (OFLA) and Family Medical Leave Act (FMLA), and their return to work when all of their available paid leave is exhausted.

1. Qualification: All unit members, who donate at least one sick day to and are a current enrollee in the Sick Leave Bank are qualified for access to the Sick Leave Bank.
2. Donation: On or before October 31st of each year, members not currently enrolled in the Sick Leave Bank may join by donating one (1) day of their accrued sick leave as long as that amount is in the member's accrued sick leave account. In the event the available number of donated days in the bank falls below two hundred (200), a donation period of thirty (30) days will be opened and current members of the bank shall be allowed to donate one (1) day of accrued and unused sick leave.

3. Sick Leave Bank Committee: The Association will create a Sick Leave Bank Committee which will be comprised of three (3) unit members. The Sick Leave Bank Committee will review applications from members at the District office, make grants from the bank, perform other duties as necessary to administer the bank, and work with the District to maintain accurate accounting of usage of the Sick Leave Bank. The District Human Resources Director shall be a non-voting member of the committee.
4. Use of the Sick Leave Bank: Qualified members (D.1) who wish to use the Sick Leave Bank must submit an application to the Sick Leave Bank Committee including a release authorizing the District to provide medical information to the committee. Applicants must submit a written statement from a physician or other health provider certifying an illness or injury which prevents the unit member from performing the duties of their job or certifying a serious health condition on the part of the unit member's child or family member. The committee may request from the District information on time-loss benefits or long-term disability received by the unit member, if applicable.
5. Notification: After reviewing a unit member's application, the Sick Leave Bank Committee will notify the applicant within five (5) working days after receipt of the application. The committee will notify the District Human Resources regarding the unit member's need to use days from the Sick Leave Bank and the number of days granted to the member. Payroll will process the days as instructed by the committee. The decision of the committee shall be final and not subject to appeal or grievance.
6. Records: The District shall keep records of leave available in the bank and sick leave awarded by the bank.

E. Legal Proceedings

Any unit member summoned to serve on a jury or subpoenaed to appear at a legal proceeding shall be granted paid leave of absence for the duration. No paid leave of absence shall be granted in a case brought by the unit member against the District. In a case initiated by the unit member for the purpose of promoting the unit member's business interests, such leave shall be considered under the provisions of Article 14.A. Any fee the unit member receives for service, excluding money received for expenses for either jury duty or court appearances, shall be remitted to the District.

F. Injury on Duty

Absence due to a compensable injury as defined in ORS 656.005 (7) (a) and incurred in the course of the unit member's employment shall not be charged totally against the unit member's sick leave days. The District shall pay to such unit member the difference between their regular salary and the benefits received by them under the Oregon Workmen's Compensation Law and applied against sick leave on a pro-rated basis of the unit member's salary. The District's obligation ends when the unit member's sick leave days are exhausted.

G. Military Leave

In accordance with ORS 408.290, any unit member who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. A unit member shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the unit member within ten (10) days following the request.

H. Extra Duty Assignments

Unit members shall not be required to use personal leave days when participating in normal and expected activities associated with District approved extra duty assignments, clubs or competitions.

I. Bereavement

Unit members shall be granted up to five (5) bereavement days for the death of each and any immediate family member (as defined in K below). These days are in addition to and separate from the above-mentioned personal days. These days are not cumulative from year to year. Unit members shall be eligible for all other bereavement leave benefits as set forth in OFLA.

J. At the discretion of the Superintendent or designee, leaves may be extended.

K. For the purposes of this Article, immediate family shall include the unit member's spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.

- L. In the event that the District chooses to use a system for employees to record leave which uses default settings, members will be entitled to retroactively change the type of leave they have recorded, when that type is the default setting.

Article 15
Unpaid Leaves of Absence

A. Advanced Study

A leave of absence of up to one (1) year shall be granted to any permanent unit member, upon application, for the purpose of engaging in a planned program of advanced study, including teacher exchange programs, overseas teaching, language or cultural immersion experiences and/or field experiences in area of current licensure. A unit member may receive only one (1) leave under this section every five (5) years and granting of such leave shall be contingent upon the District's ability to secure a suitable substitute by May 1st of the year preceding the leave.

B. Parental Leave

Parental leave upon request shall be granted for a period of time not to exceed the remainder of the school year or such other time as required by Oregon or Federal law, whichever is longer.

C. Military Leave

A military leave of absence shall be granted to a unit member who has been involuntarily inducted for military duty in any branch of the Armed Forces of the United States.

D. Medical Leave

Any unit member, upon request, shall be granted medical leave in lieu of sick leave or when sick leave has been exhausted within guidelines established by Oregon or Federal law. The District may require from the unit member's attending physician or practitioner written verification of the need for such leave.

E. Family and Medical Leave (FMLA/OFLA)

As an adjunct to B and D above, a unit member shall be granted qualifying leave(s) within the guidelines of the Family and Medical Leave Act of 1993 (FMLA) and Oregon Family Leave Act (OFLA).

F. Personal Leave

Upon request, a unit member may be granted a leave for up to one (1) year for personal reasons.

G. Return from Leave

Applications for leave shall indicate the intended return date. Unit members on leave shall confirm their intention to return to the District by March 1st, if the unit member is to return at the start of the following year, or at least thirty (30) days prior to their return if they are returning during the school year. It is understood that upon request of the unit member the deadlines may be waived by the District if the circumstances of the return are beyond the unit member's control.

All benefits to which a unit member was entitled at the time the leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored to the unit member upon their return. If the unit member's leave occurs during one (1) school year, that unit member shall be assigned to the same position which the unit member held at the time said leave commenced. If the unit member was on leave for a continuous period that falls within more than one (1) school year, the unit member shall be assigned to the same or a substantially equal position which the unit member held at the time said leave commenced but will not be guaranteed their same position. No vertical increment will be granted as a result of the leave.

H. Extensions and Renewals

Ordinarily leaves will be for only one (1) year. However, extenuating circumstances may arise. In that event, written application for extension may be submitted to the Superintendent/designee for consideration.

I. Fringe Benefits

During the term of leave granted pursuant to this Article, the District shall continue to provide said unit member at unit member expense with any fringe benefits available to active unit members as fully as though said unit member were on active duty, unless coverage is disallowed. Fringe benefits shall be prorated on the same basis as salary.

J. Application Dates

Applications for leave for the following year shall be submitted to Human resources by March 1st, if possible. Application for leaves of less than one year's duration shall be made at least two (2) months prior to the commencement of the leave except in the event of an emergency.

Article 16

Transportation Reimbursement

A. Pupil Transportation

Employees shall not be required to transport students in private vehicles. An employee may do so voluntarily, provided that (a) the employee receives prior approval of their principal or immediate supervisor; and (b) a minimum of two (2) adults are in the employee's vehicle during the transport of the student. They shall be compensated at the IRS approved rate for the use of their own automobile. In addition, all transportation of students by employees will be performed in accordance with District policy.

B. Reimbursement for Travel Expense

Employees required, in the course of their work, to drive personal vehicles from one school building to another shall receive a car allowance of the IRS approved rate per mile. Reimbursement may be made on the basis of estimates determined by the daily travel schedule and distance between buildings and shall be paid on a monthly basis.

Article 17
Substitute and Student Teachers

A. Substitute Teachers

1. Posting:

A list of all substitutes shall be made available in each building by October 1st of each year of this Agreement. The building staff shall have access to updated lists throughout the year.

2. Unit members will follow the current procedures established for the District sub finder system.

3. Professional Development/Training:

The Association and District agree that in order to provide continuity of services for students that it is important for long-term substitutes who work twenty (20) or more consecutive days in the same assignment to receive professional development, trainings, and work days that the District believes are applicable to the job they are performing.

4. The District may create a permanent pool of substitute educators by hiring additional licensed staff. Membership in the bargaining unit of such teachers shall be determined by Article 1 of this Agreement.

B. Assignment of Members as Temporary Substitutes

Administrators may temporarily assign substitute duties to certified members as needed to ensure safety, both in terms of supervision and specialized tasks to be performed for students. Such circumstances may include, but are not limited to, situations in which administrators are already serving as substitutes, and when other substitute options have been exhausted. When assigning members these duties, the following protocols will be used.

1. Building-based (contract agency) subs assigned to specific buildings will be fully utilized prior to any re-assignments.

2. All substitute duties (voluntary or re-assigned) will be compensated in accordance with Article 22.

3. To maintain equity, no member will be required to substitute on more than two (2) days in any week with the exception of Special Education TOSAs

substituting in self-contained specialized program classrooms. Special Education TOSAs substituting in specialized program classrooms will be limited to consecutive fifteen (15) school days. Following the first fifteen (15) day period, Special Education TOSAs will be utilized in the same manner as all members as described below in Section 4. The District will endeavor to find an appropriately licensed special education substitute teacher before requiring TOSAs serve as substitutes.

4. Each day is not equivalent to eight (8) total hours; this means that administrators must limit their tasks to twice a week regardless of hours. No member may be compelled to provide substitute support more than two (2) days per week, but members have the option to provide support beyond two (2) days if they wish to do so. All provisions of Section 6 will apply, whether a day of substitute support is required (initial two (2) days per week) or voluntary (beyond two (2) days in a week).
5. When unit members volunteer or are reassigned substitute duties—including, but not limited to, the provisions in Article 9 related to preparation time—duty-free lunches and passing time will still apply.
6. Administrators will work proactively to collaborate and coordinate with reassigned members to maximize attendance at important meetings and/or trainings that cannot be rescheduled.
7. Administrators will work with the member to mutually decide which specific tasks or responsibilities the member will be relieved of when reassigned. Upon the member's request, a supervisor will outline these tasks and responsibilities in writing and develop a plan with the member to allocate additional time. The stipulations of Article 5, Section O (Student Performance Data) shall apply when members who are asked to substitute—meaning in the context of this Article, members shall not be held accountable for student growth during the days they are asked to serve as a substitute. In addition, no member who is reassigned as a sub shall have any sub assignment used as an assessment or part of the evaluation process.
8. Certified Staff are not required to cover classified vacancies except voluntarily in cases of emergencies or safety risks. This includes recess, cafeteria, SMT, and hallway duty. This does not preclude administrators from assigning duties (such as bus duty) to certified staff as typically assigned to all educators at that given level, per Article 9. Any staff who do volunteer to cover for classified vacancies will be compensated at their hourly rate.

9. Adequate substitute materials must be in place for any substituting member/guest teacher. Absent educators will endeavor to provide classroom-based lesson plans. Administrators are responsible for requiring adequate emergency plans for all certified staff. In the event of absences that extend beyond available emergency substitute plans, administrators will endeavor to provide plans to the substitute teacher.
10. Members who are assigned substitute duties will leave completed notes for the absent teacher. The notes should outline what work/lessons were completed with students, and what work/lessons were unfinished. The notes will further indicate any classroom disruptions that the regularly assigned teacher should be aware of when returning.
11. Administrators will ensure all substitute notes remain in the classroom for subsequent substitutes until the teacher of record's return.
12. The District recognizes its responsibility to evaluate staffing levels to ensure student safety, both in terms of student supervision and maintaining specialized levels of services. The District may need to suspend in-person learning services on a building-by-building basis until such time as necessary staffing levels can be maintained. If an individual building cancels school, staff will still report to their worksites. If the District cancels all schools, certified staff will not be required to report to work, as per Article 8.

C. Student Teachers

Student teachers and observers shall only be placed with District teachers who have agreed to placement.

The entire honorarium paid by the college or university, subject to federal and state withholding, shall go to the supervising teacher. The District will advise the teacher of the amount and type of honorarium at the time the teacher is being asked to be a supervising teacher.

Article 18 Student Discipline

- A.** The parties agree that maintenance of discipline within the District educational experience is an important priority, and each further agrees to assist the other in their mutual efforts to resolve difficult discipline issues. Furthermore, the Association, District, and School Board endeavor to implement the provisions of Board policy JG (Student Discipline) with fidelity.

For students who are identified as having a disability, 504 plan, or are currently under evaluation for identification as having a disability, unit members will consult and follow plans that prescribe how to respond to an individual student's behavior. In the event of behaviors that are not addressed in the Plan, members may invoke Article 18 procedures.

Examples of these plans include:

- Individualized Education Program ("IEP")
- Behavior Support Plan ("BSP")
- Behavior Intervention Plan ("BIP")
- Section 504 Plan
- Safety Plan or Crisis Intervention Plan
- Health Management Plan

This is not to preclude a member's ability to remove a student from a classroom in the event of a student's disruptive behavior that is not addressed in the above plans.

B. Referral Procedures for Student Disruptions of the Learning Environment

1. When, in the judgment of a unit member, a student is by their behavior disrupting the instructional program to the detriment of other students, the unit member may send the student to an administrator or designee. Communication shall occur between the administrator or designee and the unit member before the student is authorized to return to class. This communication shall not be done in front of students. If deemed necessary, the administrator or the unit member may involve a parent in a conference where a plan may be enacted specifying the future behavior expectations of the student.
2. As soon as possible, but no later than the conclusion of the following school day, the referring unit member shall submit a written report

including a statement of the facts and a summary of conditions which led to the referral and steps taken by the unit member to remedy the situation. The principal or designee will provide a response to the referral within a reasonable period of time, ordinarily understood to be forty-eight (48) hours.

3. Where the principal or designee and unit member concur, a student may be required to remain at a designated location for a set period of time before returning to the classroom. A relocation protocol shall be determined prior to the beginning of the academic year and communicated to unit members. Any significant changes to this protocol will be communicated to unit members prior to implementation to the extent possible.
4. In order to ensure safety, members who have consistent contact with students have a need to know information for which they have a legitimate educational interest under FERPA (“Federal Educational Rights and Privacy Act”), 34 CFR 99.31, regarding students who potentially pose a danger to themselves or others. Whether a unit member has a legitimate educational interest in access to confidential student information under FERPA is determined by the District. In the event District/building administrators are provided with information from law enforcement agencies or from documented prior disciplinary incidents that indicate a student enrolled in the school may pose a threat to the safety of the staff, students, or school property, then the administrators will notify those bargaining unit members assigned to serve the student and whom the administrators determine need the information, unless prevented from doing so by law.

Unit members who are assigned students who are recognized by the District as demonstrating behavior that cause harm to self or others, threatening harm to self or others, or intimidation shall have access to appropriate training and will be provided with, protective equipment upon request. This does not preclude a member from requesting additional protective equipment and/or training.

C. Referral Procedures for Students Engaging in behavior that causes harm to self or others or intimidation

1. When a student demonstrates a behavior that is seriously disrupting the instructional program by engaging in behavior that causes harm to self or others, threatening harm to self or others, or intimidation of a unit

member(s) or student(s), then the unit member shall be authorized to send the student to an administrator's office, or designated area.

- a. A unit member shall complete the Behavior Incident Report Form located on the Teacher link database. Any resulting plans or outcomes will be filed with the building administrator and District level and will also be entered into Teacher link database that "need-to-know" members can access.
 - b. The Behavior Incident Report form shall be reviewed by the unit member and the administrator. Responses may include, but are not limited to, behavior contracts, student study team referral, involvement of appropriate community agencies, use of student break room or other activities. Any resulting plan shall include the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, unit member, administrator and others. Prior to re-admittance the student shall have clearly identified behavior expectations and consequences. Any resulting plan shall be shared with all unit members listed in the plan and others whom the administrators determine need the information.
2. The Association, as part of the bi-monthly contract maintenance and monthly District Behavior Response Committee meetings, shall have the right to review the submitted Behavior Incident Reports and provide input on how to best allocate resources to serve the needs of all students. The committee shall develop the twice yearly report given to the school board.

D. Building Discipline Policies

All building discipline procedures shall be those outlined in the District Student Conduct Code. Building level procedures shall include any necessary procedures for implementing the District policy. Unit Members shall have an opportunity to review the District Student Conduct Code prior to the first day with students. All unit members shall be provided with a copy of the building discipline codes, and the District's policy on student discipline will be posted on the District's website and listed in each building's staff handbook. Each building shall have a staff handbook provided prior to the start of the academic year or upon employment with the District.

Additionally, the building or District procedures located in the staff handbook shall include: feedback to appropriate unit members on student disciplinary

actions; staff procedures for dealing with discipline, and methods for informing unit members of students who present safety/behavioral concerns.

E. Building Discipline Inservice

The District shall, on an on-going basis, provide appropriate in-service or training on discipline topics, including legal issues surrounding student discipline and methods for intervening in crisis situations. The District will also provide training for case managers, counselors, and social workers regarding IEPs, BSPs, BIPs, Section 504 Plans, Safety Plans, Crisis Intervention Plans, Health Management Plans, or any other plans that prescribes how to respond to an individual student's behavior under IDEA-Section/504 and when information may be shared with staff.

F. District Behavior Response Committee

The District and Association shall convene and maintain a committee that is comprised equally of representatives from both parties. The committee will meet quarterly during the school year and will review the District's student discipline procedures, shall recommend changes that it feels would be in the best interest of the District, and shall provide twice yearly reports to the School Board. The reports shall include updates, and recommended changes.

G. Restorative Practices

The Association and District share the value of a culture of restorative practices to improve the school climate and achieve safe, respectful, equitable and just school sites.

H. No provision in this article will have the effect of denying any rights a student has under federal or state law and regulations.

Article 19

Tuition, Project and/or Workshop Reimbursement

(See Appendix E for Guidelines)

A. Reimbursement Allocation and Authorization

Unit members are encouraged to continuously improve their professional skills and knowledge through coursework and other professional development activities which enhance their instructional skills and help them meet the needs of the students. Coursework must be toward an advanced degree, TSPC licensure, professional education courses. Alternatively, coursework must be related to the professional educator's assignment, professional growth goals, or district goals and initiatives. Reimbursement shall include mandatory fees. Expenses not required to complete the course, including non-required course books, lab fees, I.D. cards, gym fees, food, transportation, supplies or other non-related tuition expenses shall not be approved.

For the duration of this agreement, each unit member shall be entitled to tuition reimbursement at a prorated amount in accordance with the unit member's percentage of full-time FTE as follows:

Each full-time unit member shall have a reimbursable amount equivalent to six (6) hours per year during the life of the contract at the Fall Portland State University graduate resident rate for the College of Education or the School of Social Work, whichever is higher that year (i.e. 2024, 2025, 2026). Hours shall accumulate during the term of the contract and do not expire after each year if unused. Members may borrow up to six (6) credits from their future entitlement in any one (1) year to pay for any of the purposes listed in Section A.1 below. Any member who borrows from their future entitlement and leaves employment with the District prior to earning the borrowed hours shall have the dollar value repaid through a mutually agreed upon payment plan, provided all funds owed are repaid prior to separation of employment.

Unit members are entitled to use tuition money in the following manner:

1. Registration/Course materials:

At the unit member's request to pay for tuition and materials embedded in the cost of the classes, workshops, and conferences that align with the unit member's professional goals, building goals, District goals, license/credential requirements and/or courses or programs that improve

and enhance the unit member's professional skills and knowledge. Any materials paid for with tuition dollars are the property of the unit member. Attendance at national conferences outside of Oregon and Washington is limited to once per contract cycle and the use of the equivalent of up to six (6) credits during the life of the contract to pay for domestic travel and related expenses.

2. Professional Memberships:

Each unit member shall be eligible to use their tuition reimbursement allocation toward the cost of membership in professional organizations that relate to the unit member's assignment. Approval for professional organization memberships will follow the process for meeting, workshop, and conference approvals.

3. Travel:

If the unit member's request meets any of the stipulations listed in A.1 above, then they shall be entitled to domestic travel and related costs for classes, workshops and conferences. All travel and related expenses will be deducted from the unit member's tuition reimbursement benefit allowance.

Conferences/workshops held in the Portland Metropolitan Area are eligible for mileage reimbursement only.

Conferences/workshops held within Oregon and Washington, but outside of the Portland Metropolitan Area are eligible for mileage, lodging and per diem expenses.

The District shall cover all costs for unit members who are required by the District to present at conferences.

4. The unit member's tuition reimbursement benefit will be charged for the cost of a substitute (if one is required) to attend classes, workshops or conferences. The member shall give the building administrator prior notification when personal days are being taken to attend classes, conferences or workshops.
5. District-approved projects.
6. The District at its discretion may approve additional tuition grants for areas such as, but not limited to:

- a. Additional endorsement programs.
 - i. for members who have been or may be RIFed from current position.
 - ii. for members adding endorsements that complement current endorsements and/or District curriculum goals
 - iii. additional state requirements to maintain a current position, license, or certificate.

- b. Programs meeting District-identified needs.

Such grants shall be for a specified dollar amount that may be used during an identified time period.

- c. Licensure or coursework necessary to retain members who are working in high need or difficult to fill positions. Difficult to fill positions shall be defined as positions which are unfilled after two (2) postings.

The District shall provide the Association a list of endorsements and the anticipated number of positions, if any, that meet this criteria by September 30th each year of this agreement. Upon request, the District shall provide a unit member with an itemization showing the amount of tuition dollars used and remaining. The District shall provide a mechanism to give unit members an itemization showing the amount of tuition dollars used and remaining.

B. Reimbursement Procedure

To qualify for reimbursement for classes taken, the unit member shall notify the District of intent to seek reimbursement prior to the start of the class. Any request for payment of tuition or workshop costs by a member will receive an electronic response from the District stating the status of eligibility and timelines of payment within ten (10) workdays provided the member has furnished the District with the necessary documentation for such a request. Following the conclusion of the class, the member will submit a verification of completion indicating successful completion of the class to the District with an itemized statement of charges. The verification of completion shall be submitted within one (1) month of its receipt by the member. Additionally, the member shall submit verification of cost for classes taken. In any circumstance in which the District requires additional information from a member at any stage of the

process, the District will contact the member within ten (10) days to notify them of the need for more information.

The unit member shall receive reimbursement, prior to the receipt of the grade slip (in the event that the course, workshop, etc. is graded), by submitting verification of completion of the class or workshop. The granting of early reimbursement does not relieve the member of the responsibility of submitting grade slips (when necessary) as outlined in this Section. Members whose course, workshop, etc. require a grade but who fail to submit a grade slip within sixty (60) days of the completion of the term, and after receiving a reminder from the District, shall be subject to having their next regular paycheck reduced by an amount equal to the early reimbursement they received.

While the normal circumstances are outlined above, the District understands that in some situations this may create a financial hardship, thus preventing the member from taking classes. In these instances, the member may apply to the District for consideration for prepayment.

The District shall not be responsible for payment for the course if the member receives a failing grade, (in the event the course, workshop, etc. is graded), leaves the District's employment before completing the course, or does not complete the course. Any fees already paid may be recovered through payroll deductions or other means.

C. Tuition Vouchers

Any unused tuition vouchers shall be made available to unit members on a first-come-first-served basis.

Article 20

Strikes and Lockouts

A. Strikes

The Association and the employees in the bargaining unit will not initiate, cause or participate in any strike (as defined in ORS 243.650 [22]) relating to this bargaining unit during the period of this Agreement.

B. Lockouts

There will be no lockouts of employees by the District during the period of this Agreement.

Article 21

Dues and Payroll Deductions

A. Dues Authorization

1. By October 1st, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The District will enact dues deduction during the pay period following notification.
2. The Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make available to the District for its review documented proof of dues deduction authorization for employees.
3. Employees who wish to withdraw authorization for dues deduction must notify the Association and District in writing no later than September 30th of any year. The Association shall notify the District when a bargaining unit member should no longer have dues deducted. The District shall cease dues deductions in accordance with OEA policies and procedures regarding membership dues withdrawal.

B. Deductions

1. Upon written notification from the OEA authorizing the District to make a payroll deduction for Association membership dues, the District shall deduct one-tenth (1/10) of the OEA/NEA national dues each month from October through July. Within ten (10) business days after each pay period, the District shall remit to the Oregon Education Association, in a single payment, the combined OEA/NEA dues, including voluntary Association contributions, deducted for the month.
2. The District shall deduct one-tenth (1/10) of the local REA dues from the October through July pay of each member and promptly remit the amount collected to the local Association.
3. Deductions for members hired after the commencement of the school year shall be prorated so that the required amount will be deducted by July.

C. Employee information

1. Each month, the District shall provide to the OEA Membership Specialist an electronic spreadsheet of each employee in the bargaining unit (both active members and non-members). Information shall include the employee ID number, FTE, classification or title, worksite (including all work locations in situations where a member works in multiple buildings) and any NEA/OEA dues paid, including voluntary Association contributions. Member work locations will be updated and the Association will be informed within ten (10) days of the move.
2. The District shall notify the OEA Membership Specialist monthly whenever an employee in the bargaining unit is placed on an unpaid leave of absence for more than thirty (30) days, retires, is laid off, resigns, or changes their name.

D. Approved Deductions

Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions monthly:

- Fringe Benefits under Article 23
- United Way
- Credit Union—all summer credit union payments will be made in a lump sum at the end of June

E. Authorization Approved by Association and Board

The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

F. Itemization

Employee's payroll checks shall itemize all sources of pay and payroll deductions.

G. Payroll

1. An employee's salary shall be divided into twelve (12) equal payments. The pay day shall be on the twentieth (20th) of each month. If the pay day falls on Saturday or Sunday, employees will receive their checks on the preceding Friday. The only exceptions are that all employees will be paid on the Wednesday before Thanksgiving and the last teaching day before Christmas, where appropriate, and the last working day in June. All employees shall receive their June, July, and August paychecks on

the last working day in June. However, if an employee wishes to receive their summer checks monthly, a written request must be submitted to the Human Resources Office by May 1st.

2. The District shall maintain an example payroll check on its website that provides explanations of various deductions and contributions.
3. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two (2) week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.
4. Individual payroll errors shall be adjusted within five (5) working days after informing the District.

Article 22 Employee Compensation

A. Salaries

The base salaries for the 2024-2026 school years shall be set forth in Appendix A. The salary index appears in Appendix B.

Effective July 1, 2024, the 2024-2025 base salary shall increase by 7%.

Effective July 1, 2025, the 2025-2026 base salary shall increase by 7%

B. Credit

Any newly hired unit member coming into the District will be awarded up to twelve (12) years' experience for past licensed teaching experience, for licensed experience in their area of hire or for CTE unit members and non-TSPC licensed student services specialists only, related work experience in their field. Credit above these twelve (12) years, or credit granted for prior and related work experience will be based upon administrative judgment at the time of hiring. For hired staff who have previously worked in the District in a non-certified role, every three (3) years of work experience shall place them one step higher on the salary scale. This will be applied retroactively to members who have previously served as classified employees and were subsequently hired as certified staff. To access this credit retroactively, current members who believe they meet criteria must make a written request for review to the Executive Director of Human Resources within thirty (30) calendar days of ratification of this agreement.

The District shall notify the Association when such credit is granted. Should the State of Oregon allow licensure of unit members who have not completed a traditional teacher licensing program, or the hiring of non-licensed unit members to fill positions traditionally held by licensed unit members, the District and the Association shall meet to establish procedures for salary schedule placement for such unit members.

Members who acquire multiple endorsements and a Masters degree will be able to count all their previously earned credits for placement on the salary schedule.

C. Missed Contract Days

The penalty for a missed contract day shall be the cost of one (1) day of the unit member's annual salary (as calculated from the standard contract year listed in Article 7) unless the non-attendance has the approval of an administrator.

D. Extended Contract

Extended contracts shall be paid on a the cost of one (1) day (as calculated from the standard contract year listed in Article 7) prorated basis for those unit members working beyond the standard contract year.

- Summer or other work outside of the standard contract year will be paid by actual time worked, rounded up to the nearest two (2) hour increment (two (2) hours or fewer = one-fourth ($\frac{1}{4}$) day, more than two (2) hours and up to four (4) hours work = one-half ($\frac{1}{2}$) day pay; more than four (4) hours and up to six (6) hours work = three-fourths ($\frac{3}{4}$) day pay; more than six (6) hours up to eight (8) hours = full day pay).
- All summer pay will be paid at the member's hourly rate

E. Hours for Movement

A unit member who has completed pre-approved college work classes (see Appendix E), or training in their field (i.e., CTE, social worker, counselor workshop, SLP) which will advance them to another salary schedule column shall furnish evidence thereof prior to September 30th, January 15th, or April 15th, by official transcript or certificate of completion. Records of evidence shall be evaluated three (3) times a year and unit members shall be able to move on the salary schedule at the appropriate time. The original contract shall be revised upon presentation of proper evidence by any of the three (3) cut-off dates: September 30th, January 15th, or April 15th.

A 10:1 ratio (one (1) credit per ten (10) clock hours) will apply to all members.

F. Experience

One (1) step on the salary schedule is granted for each year of experience. Any unit member who is contracted and works for no less than one hundred thirty-five (135) days shall be credited with a full year of teaching experience. Unit members working less than full-time, who otherwise would have gained credit for salary schedule movement, shall not be prohibited from moving as a result of the scheduling of their work hours.

G. Vertical Movement

Vertical movement on a salary schedule, when accompanied by horizontal movement to a new column, shall be in accordance with the following:

1. No more than one (1) vertical step shall be granted in any one school year.
2. Unit members who have been at the top of a salary schedule for more than one (1) year*, and who move to a new column in September, shall move over to the new column and up one (1) step. Subsequent vertical movement shall occur each September.
3. Unit members who have been at the top of a salary column for more than three (3) years, and who move to a new column in January or April, shall move up one (1) vertical step at the time of the column move. Subsequent vertical movement shall occur each September.
4. Unit members who have been at the top of a salary schedule for more than one (1) year but less than three (3) years, and who move to a new column in January or April, shall move up one (1) vertical step at the time of the move, but shall not move vertically again until one (1) year from the following September. Subsequent vertical movement shall occur each September thereafter.

* One (1) years' experience shall be equivalent to one hundred thirty-five (135) or more regular, continuous, contracted days.

5. Starting with fifteen (15) years, unit members shall receive a two percent (2%) salary adjustment, then an additional one percent (1%) increase for every five (5) years of service (15 yrs. = 2%, 20 yrs. = 3% 25 yrs. = 4%, etc.).

H. Extended Day

For those unit members who teach a class before or after school which is in addition to the contract teaching day, the compensation shall be at the rate of fifteen percent (15%) of the unit member's current salary schedule step. For those unit members who teach a class during their preparation period, the compensation rate will be sixteen percent (16%) of the unit member's current salary schedule step. A "double" preparation period shall be compensated at thirty-two percent (32%).

Unit members may agree to sub during their prep time at their own hourly rate for other unit members on a voluntary basis. Unit members supervising another unit member's class for the day when a substitute is not available will receive the entire sub pay. If more than one unit member shares supervisory duties when a substitute is not available, they will share the sub pay.

Unit members who are requested to assume the duties of an absent administrator shall be compensated at 1.5 of their hourly rate (i.e. hourly rate X 1.5%) for the duration of the assignment.

I. Hours for Credit – Initial Placement

Hours for credit shall be given as follows:

1. Bachelor's degree—All college credits taken prior to teacher certification based on a bachelor's degree will not be counted beyond the bachelor's degree.
2. Beyond Bachelor's Degree—Only hours required for licensing will be counted for initial salary schedule placement.
3. Master's degree

Members who acquire multiple endorsements and a Masters degree will be able to count all their previously earned credits for placement on the salary schedule.

4. Career and Technical Education (CTE) Teacher Salary Placement
Teachers who are placed in CTE teaching positions or are otherwise required to have a CTE license, shall be placed on the salary schedule as follows:

- a. CTE certification shall qualify a teacher for placement on the BA column.
- b. CTE teachers shall be given hours for credits earned for industry preparation and mastery or approved advanced professional development units according to the following criteria:

1. BA+20 = 20 credit hours from any community college, college, university, or 200 clock hours of approved District in-service courses/professional development units or any approved combination of credit hours and District hours.

2. BA+40 = 40 credit hours from any community college, college, university, or 400 clock hours of approved District in-service courses/professional development units or any approved combination of credit hours and District hours.
3. BA+60/MA = 60 credit hours from any community college, college, university, or 600 clock hours of approved District in-service courses/professional development units or any approved combination of credit hours and District hours.
4. BA+80/MA+20 = 80 credit hours from any community college, college, university, or 800 clock hours of approved District in-service courses/professional development units or any approved combination of credit hours and District hours.
5. BA+100/MA+40 = 100 credit hours from any community college, college, university, or 1000—clock hours of approved District in-service courses/professional development units or any approved combination of credit hours and District hours.

- c. **Career and Technical Education (CTE) Teacher Requirements**
 CTE licensed teachers will satisfy the requirement for teacher preparation as determined by the unit member’s appraisal committee and agreed to by the Association and the District. The Assistant Superintendent or Executive Director of Human Resources will determine appropriate course work/experience to be credited at the time of placement.

J. In-District Credit

The District may grant in-district credit for salary schedule advancement to employees. Credit may be granted for workshops not carrying traditional credit, District committee service, curriculum development, in-district professional development, and individual programs or projects. The amount of credit granted shall be equal to one (1) hour credit for ten (10) hours participation. Those requesting in-district credit shall apply to the Executive Director of Human Resources prior to the commencement of their service.

K. Payment for Extended Responsibilities

Any payment for extended responsibilities pay shall be prorated over the eleven (11) monthly paychecks beginning with the October paycheck unless the extended responsibility pay is for a seasonal type activity (example: football) and then the payment shall be a lump sum paid on the next pay day

or ten (10) business days, whichever is greater following the conclusion of the duties for that activity.

L. Extra Duty Compensation –

The determination of the number of extended duty compensation positions to be made available each school year, the job content and duration of the positions offered, and the selection and retention of personnel to be offered these extended duty assignments, rests solely with the District. However, should the District change the job content or duration of the positions, the compensation for such positions shall be negotiated with the Association.

1. There shall be a three (3) step schedule based on the Bachelor's beginning step, BA plus three (3) years' experience step, and the BA plus six (6) years' experience step.
 - a. BA+3 step: This provides for an increase in compensation in the second year of coaching a particular activity.
 - b. BA+6 step: This provides for an increase in compensation in the fourth year, a longevity incentive to attract and keep good coaches active in the District programs.
2. The District may grant, at its discretion, up to five (5) years for transfer into the District if the individual has the experience and recommendations to warrant such credit.
3. In-district coaches may advance on the salary schedule when they accept a more important assignment (e.g., assistant coach to head coach) on the following basis:
 - a. For each year of experience they will be allowed one (1) year toward salary advancement.
 - b. The same maximum would apply as is allowed for personnel new to the District.
 - c. The only exception to the above would be that no coach will take a cut in salary in moving to the new assignment, as long as that assignment is paid at the higher percentage of the base salary.
4. It is agreed that these evaluations are separate from the teaching evaluations and only where the responsibility is an extension of the teaching assignment (such as music) will the extra-duty evaluation be reflected in the individual teacher's evaluation.
5. Extra duty assignments and supervision of unit members shall be handled in the following manner:

- a. All extra duty assignments are offered on a year-to-year basis with the exception of head coaches and lead advisor positions of OSAA-sanctioned athletics and activities, or positions that are an extension of the teaching assignment.
 - b. Unit members, as described above, will be evaluated on an annual basis and serve a three (3) year probationary period. A unit member may be removed from an extra-duty assignment at any time during the probationary period. The unit member shall have the right to Association representation during any meeting which may result in removal from the extra-duty assignment.
 - c. It is the responsibility of the building administrator to complete the final evaluation of all extra duty assignments that meet the criteria stated above (a, b).
 - d. At the point the administrator determines that a non-probationary unit member in an extra duty assignment is not meeting District and/or building performance expectations, they may be placed "on-notice". "On-notice" placement shall be accompanied by a written assessment stating the area(s) of deficiency, steps necessary for improvement, and a reasonable timeline for improvement. The unit member shall have the right to Association representation throughout the "on-notice" placement.
 - e. A non-probationary unit member failing to adequately meet District and/or building expectations as outlined in the "on notice" placement may be removed from their extra duty position. A non-probationary unit member who engages in serious misconduct, such as misconduct that impacts student safety, may be removed from their extra duty position without being placed "on notice."
6. All unit members assigned extra duties (for which compensation is paid) shall receive an addendum prior to the commencement of that activity including salary to be paid.
 7. Salaries for any extra-duty position created during the term of this Agreement shall be negotiated with the Association.
 8. The Association and the District shall form a joint committee to determine compensation for duties typically assigned to department heads in the past.
 9. Coaches whose teams advance to postseason playoff games shall have the additional days prorated and paid using their current coaching daily rate as the basis for such pay.

Position	<u>Salary: BA (0-1 years of coaching)</u>	<u>Salary: BA +3 (2-3 years of coaching)</u>	<u>Salary: BA +6 (4+ years of coaching)</u>
Football:			
Head Coach	16%	16%	16%
Defensive Coordinator	11%	11%	11%
Varsity Asst. (2 positions)	10%	10%	10%
JV/Frosh Asst. Coach (4 positions)	9%	9%	9%
Head Coaches:			
Basketball	16%	16%	16%
Soccer	13%	13%	13%
Baseball	13%	13%	13%
Softball	13%	13%	13%
Dance	16%	16%	16%
Volleyball	16%	16%	16%
Water Polo	13%	13%	13%
Tennis	8%	8%	8%
Golf	8%	8%	8%
Wrestling	15%	15%	15%
Track	15%	15%	15%
Cross Country	13%	13%	13%
Swimming	13%	13%	13%
Cheer (if split between Fall & Winter 8% per season)	16%	16%	16%
Assistant Coach(es):			
Basketball (3 each)			
V Assistant	10%	10%	10%
JV/FR Assistant	9%	9%	9%
Soccer (3 each)	8%	8%	8%
Baseball (3 each)			

V Assistant	9%	9%	9%
JV/FR Assistant	8%	8%	8%
Softball (3 each)			
V Assistant	9%	9%	9%
JV/FR Assistant	8%	8%	8%
Dance	8%	8%	8%
Volleyball (3 each)			
V Assistant	10%	10%	10%
JV/FR Assistant	9%	9%	9%
Water Polo	8%	8%	8%
Wrestling			
V Assistant	9%	9%	9%
JV/FR Assistant	8%	8%	8%
Track (7)			
V Assistant	9%	9%	9%
JV/FR Assistant	8%	8%	8%
Cross Country	8%	8%	8%
Tennis	8%	8%	8%
Cheer (if split between Fall & Winter 4% per season)	8%	8%	8%
*An extra stipend assistant coaching position will be added when the ratio of coaches to students exceeds 1:15			
Position	Salary: BA (0-1 years of coaching)	Salary: BA +3 (2-3 years of coaching)	Salary: BA +6 (4+ years of coaching)
Drama (Includes 2 dramas and 1 musical production)			
Head	15% 190	15%	15%

Assistant	8%	8%	8%
Band	15%	15%	15%
Orchestra	15%	15%	15%
Choir	15%	15%	15%
Leadership/Activities Director	16%	16%	16%
Leadership Council	5%	5%	5%
Speech & Debate Coach	15%	15%	15%
Yearbook coordinator	10%	10%	10%
Speech & Debate Assistant	4%	4%	4%
Hospitality/Tourism Food Instructor	8%	8%	8%
Assigned overnight trip supervision (per night) Max. 15 nights	.3%	.3%	.3%

Approved Club Advisor Stipend will be based on the following formula:

[(Number indicating students in club) + (Number indicating hours spent for year) + (Number indicating experience years of advisor)] / 4 = Stipend percentage
(Rounded to the nearest whole number)

Number of students attending	Numbers of hours/school year	Number of years of experience
20 < = 1	25 < = 1	0=1
21-30 = 2	26-35 = 2	1-2 =2
31-40 = 3	36-45 = 3	3-5 = 3
every additional 10 students = 1 point	every additional 10 hours = 1 point	6 or more = 4

Extra Duty Pay Schedule: Elementary

Position	Salary: BA (0-1 years of coaching)	Salary: BA +3 (2-3 years of coaching)	Salary: BA +6 (4+ years of coaching)
Band*	2% (3% if assigned to two or more buildings)		
Orchestra*			
Vocal*			
*one (1) performance per year			

Extra Duty Pay Schedule: Middle School

Position	Salary: BA (0-1 years of coaching)	Salary: BA +3 (2-3 years of coaching)	Salary: BA +6 (4+ years of coaching)
Head Coaches			
Athletic Coordinator	10%	10%	10%
Football	11%	11%	11%
Volleyball	8%	8%	8%
Cross Country	5%	5%	5%
Track	8%	8%	8%
Boys Basketball	7%	7%	7%
Girls Basketball	7%	7%	7%
Wrestling	8%	8%	8%
Student Council	1 period per day	1 period per day	1 period per day
(If an employee is required to supervise student council, they shall receive one (1) period per day to do so.)			
Assistant Coaches			
Football	8%	8%	8%
Volleyball	6%	6%	6%
Track (4)	5%	5%	5%

Boys Basketball	5%	5%	5%
Girls Basketball	5%	5%	5%
Wrestling	5%	5%	5%
Intramurals	3%	3%	3%
Outdoor School			
Participating Teacher:	4%	4%	4%
Team Leader	5%	5%	5%
Band	6%	6%	6%
Orchestra	6%	6%	6%
Vocal	6%	6%	6%
Drama [one (1) major production/year]	6%	6%	6%

Extra Duty Pay Schedule: Miscellaneous

<u>Position</u>	<u>Salary: BA</u> (0-1 years of coaching)	<u>Salary: BA +3</u> (2-3 years of coaching)	<u>Salary: BA +6</u> (4+ years of coaching)
Wellness Coordinator	5%	5%	5%
Building TAG Coordinator:			
Elementary	1%	1%	1%
Middle School	1%	1%	1%
High School	1%	1%	1%
District TAG Coordinator	2%	2%	2%
Music Coordinator	12%	12%	12%
Library/Media Coordinator	12%	12%	12%
PE Coordinator	12%	12%	12%
Dual-Immersion Differential (second language instruction and case management required)	8%	8%	8%
District Lead Speech Language Pathologist	10%	10%	10%
District Lead School Psychologist	10%	10%	10%

Media/Library Specialist [This equates to four (4) paid days, 2 before the school year begins and 2 after the school year ends, so specialists may prepare and then close media/library operations	2.2%	2.2%	2.2%
Position	Salary: BA (0-1 years of coaching)	Salary: BA +3 (2-3 years of coaching)	Salary: BA +6 (4+ years of coaching)
High School Department Head:	4%	4%	4%
Satellite Campus/Teacher in Charge	10%	10%	10%
Class Advisors			
Seniors (2)	7% each	7% each	7% each
Junior (2)	5% each	5% each	5% each
Sophomore (2)	4% each	4% each	4% each
Freshman (2)	4% each	4% each	4% each
CTE Department: If CTE Duties are as assigned by administration at the beginning of the academic year beyond contract day performed by members who must maintain specialized equipment, or write and/or maintain grants.	4%	4%	4%
Building Testing Coordinator	2%	2%	2%
Curriculum Committee	1%	1%	1%
Evening School	1%	1%	1%

M. Early Retirement

1. When a unit member retires under the provisions of PERS, the District shall offer the option of an early retirement program which provides a monthly payment of \$800 for a maximum period of thirty-six (36) months.

Such monthly payments shall be in accordance with the following conditions:

- a. The unit member must be retired and receiving benefits under the Oregon Public Employees Retirement System.
- b. For unit members with thirty (30) or more years total service with

PERS monthly "Early Retirement Payment" shall be terminated as of the end of the calendar month in which the retired unit member dies, qualifies for Medicare benefits at age 65, or when a total of thirty-six (36) payments have been made, whichever comes first.

For unit members with less than thirty (30) years total service with PERS at age 58:

- i. Early retirement payments may continue beyond age 62 (to a maximum of age 65).
 - ii. The "age 62 cutoff" shall be extended by the number of years a unit member is short of thirty (30) years qualified PERS service at age 58.
- c. In order to qualify for full benefits defined in this Article, the unit member must have completed at least thirteen (13) years of service from last date of hire (first day worked).

A unit member wishing to retire under PERS with less than thirteen (13) years of service may elect to do so if they have a minimum of ten (10) years of service from the last date of hire. In such cases, all retirement benefits shall have the dollar amounts based on the ratio of years of service from last date to thirteen (13) years (i.e., 10/13, 11/13 or 12/13).

- d. A unit member planning to take early retirement must give notice thereof to the Superintendent at least sixty (60) calendar days prior to **their** retirement date.
- e. Medical coverage for a unit member (and spouse) may, at the unit member's option and subject to the insurance carrier's approval, be provided and deducted from the \$800 monthly payment.

2. The unit member, at their request, shall have the total early retirement package extended over a longer period of time. Such extension shall not go beyond the unit member's sixty-fifth (65th) birthday.

If the unit member desires extended early retirement, it shall be indicated in the notice given the District in Section M.1.d of this Article.

3. Payment for Unused Sick Leave

The District will make payment for unused, accumulated sick leave for unit members retiring under the provision of PERS with the following provisions:

- a. Payments shall be \$50.00 per accumulated sick leave day.
- b. Payments may be:
 - i. in a lump-sum at retirement, or
 - ii. added to the monthly stipend provided in Section M.1 of this Article.
- c. For those who elect to take the District payment for unused sick leave, their sick leave account shall be considered by the District at zero (0) days, and reported to PERS accordingly.

N. Deferred Compensation Plan

The following deferred compensation plan is available to all REA unit members hired with a starting date of service of November 30, 2003, or earlier.

Unit members with a starting date of service of November 30, 1992, or later, may elect to participate in the deferred compensation plan or the provisions of M.2 and 3, but not both. Upon joining the deferred compensation plan, all future use of the provisions of M.2 and 3, is discontinued.

As unit members move up in PERS experience, from one category to the next, the District shall increase the monthly contribution accordingly if the employee matches the funds as outlined below.

Qualifications for matching funds:

Beyond full PERS retirement eligibility \$0 from District

20 + PERS years \$50 monthly if unit member matches the funds

15 - 19 PERS years \$25 monthly if unit member matches the funds

4 - 14 PERS years \$15 monthly if unit member matches the funds

0 - 3 PERS years \$0 (unit member may choose to join with their own funds only)

Article 23 Fringe Benefits

A. Amounts

1. The District shall contribute to each employee of the bargaining unit, on a pro-rata basis, the following amount for the purchase of fringe benefits listed in Section B:

\$1,430 per month, effective October 1, 2024

\$1,487 per month, effective October 1, 2025

2. In addition to the insurance contributions set forth above, the District will make an annual contribution to the insurance pool set forth in Section G of this Article as follows:

\$350,000 effective October 1, 2024

\$350,000 effective October 1, 2025

These additional pool dollars may only be used to supplement out-of-pocket expenses for medical, dental, and vision insurances.

Pool balance reports will be provided to the Joint Benefit Committee quarterly.

An insurance benefit pool is funded from the district contribution less the cost of member selections to minimize out-of-pocket expenses for benefit-eligible employees. Annually, after open-enrollment, the Association and District will calculate the pool funds to determine any additional amount to be provided to employees with out of pocket expenses for basic medical, vision, and dental insurance. The District and Association may meet more frequently than annually to effectively manage the pool, including to increase or to decrease the contribution to members based on the pool fund balance. The District is not responsible for member out of pocket expenses in excess of the District's annual contribution to the pool.

3. In order to be effective in October, the new amount will be applied the month prior to align with the change in the insurance year.
4. Health insurance coverage shall extend to the spouse, domestic partners (same or opposite sex), and/or child or children of the member.

B. Distribution

1. Distribution of the District contributions shall be among the various mutually approved insurance and annuity programs:
 - a. Hospital medical plan
 - b. Dental plan
 - c. Life Insurance plan
 - d. Income replacement plan
 - e. Annuities (as described below in Subsection 2)
 - f. Vision care
 - g. Any future mutually acceptable plan
 - h. HSA or HRA plans

2. Annuities/TSA's are removed as an option for use of fringe dollar contributions of the District for unit members hired on or after July 1, 1993. A unit member in the District as of June 30, 1993, who has elected to use any portion of their fringe dollars for TSA contributions prior to the end of the enrollment period in September 1993, shall continue to have TSA's as an unrestricted option for fringe distribution. A unit member in the District as of June 30, 1993, who has either not elected to use any portion of their fringe dollars for TSA's by the end of the enrollment period in September, 1993, or who elected by the end of the enrollment period in September 1993 but later discontinues their election, shall not thereafter have TSA's available as an option for fringe distribution.

3. Unit members may spend up to one-quarter ($\frac{1}{4}$) of the unused portion of their insurance allocation on supplemental insurance products, such as but not limited to the following: life insurance, short-term disability, and long-term disability plans.

A member's unused portion of insurance allocation shall be determined by subtracting the cost of premiums for major medical, dental, and vision from the District's insurance cap. Any unspent insurance amounts will then be contributed to the insurance pool set forth in Section G of this Article.

C. Term Life and Accidental Death and Dismemberment (AD&D) Insurance

The District shall provide, at no cost to the unit member, term life and accidental death and dismemberment insurance for the term of this agreement for each unit member in the bargaining unit as follows:

\$100,000 for each year of this agreement

D. Disability Insurance

The District shall facilitate the mandatory purchase of short-term and long-term disability insurance for each unit member through a payroll deduction each month equal to one-twelfth (1/12) of each unit member's annual premium costs.

E. Notification

Members of the bargaining unit will notify the personnel office of any changes concerning how their additional monies are to be distributed during the term of the Agreement no later than September 5th. New members of the bargaining unit shall notify the personnel office concerning this matter within ten (10) days of their beginning employment in the District.

F. Employee Assistance Program

The District will provide an Employee Assistance Program for all bargaining unit members.

G. 125 Plans

The District shall give access to, and information about, the District-offered 125 Plan, including dependent child and adult care, to all bargaining unit members at the time of the annual enrollment period. The plan shall allow for payment of out-of-pocket medical, vision, and dental insurance premium costs from pre-tax dollars to the full extent allowed by law.

H. Insurance Pool

Members opting out of major medical insurance will be limited to half of the District's monthly contribution. They will continue to be able to purchase the full slate of insurance options that they currently have with dollars allocated. Additionally, there are eleven (11) members who as of the 2011-12 school year were contributing more than \$450 to the TSA. They will receive the full District contribution for investment. All unused dollars will create a pool to be redistributed to all bargaining unit members. The Association and the District will meet to determine the current FTE after open enrollment, and the remaining dollars will be distributed to all members to minimize out-of-pocket expenses. Pool calculations will be completed within seven (7) days following the open enrollment cut-off date.

I. Joint Benefit Committee

The District and Association joint benefit committee, formed for the purpose of exploring alternatives to the current method of providing insurance benefits to unit members, will continue to meet at least quarterly for the duration of this Agreement. The committee shall participate in making recommendations to the District regarding the selection of insurance carriers and policies from the options provided by OEBC or the successor and review the insurance pool balance and contributions. The committee shall be comprised of three (3) unit members selected by the Association and three (3) individuals selected by the District.

J. Extended Leave

Subject to rules set by OEBC, If a member works at least ten (10) days during a month in which the member is taking an extended leave of absence they will have insurance coverage for the subsequent month. For this purpose, the use of individual sick leave, personal leave, or use of the sick leave bank, will be the equivalent of "work". For the months of July-September using ten (10) days during the month of June will count.

Article 24 Funding

The parties recognize that all revenue needed to fund the compensation provided by this agreement must be approved by the established budget procedures and is dependent on revenue received from all sources.

All such compensation is, therefore, contingent upon sources of revenue sufficient to fund the economic provisions of this agreement. The District will not reduce the compensation specified in this Agreement because of budgetary limitations unless the compensation is renegotiated with the Association but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

Article 25 Reduction in Force

The District shall determine when a reduction in force is necessary and which programs will be affected. However, the District agrees that such layoffs shall be implemented in accordance with the following procedure:

Whenever the Board determines that a reduction in staff is necessary, it shall immediately provide the Association a layoff list. Affected employees shall be notified at least thirty (30) days prior to the effective date of the layoff. In the event of school closure due to lack of funds, the notice shall be ten (10) calendar days.

In the implementation of a reduction in staff or recall, the District shall consider in order:

A. Licensure groups will be as follows

1. K-8 classroom teachers: Employees holding valid elementary licenses.
2. Seven-12 classroom teachers: Employees holding valid secondary licenses with a subject matter endorsement.
3. Specialists: Employees holding valid licenses will be eligible for retention in their endorsement area.

Those specialists who hold valid licensure to teach in a regular classroom shall be included in the classroom grouping.

B. Reduction in Staff

1. Reduction within each licensure group described in Section A shall be made on the following basis:
 - a. Probationary and temporary employees shall be reduced first. If further reductions in force are made within that licensure group, the reduction shall be made from among the contract employees remaining in that licensure group.

An employee possessing a broader range of licensure shall not be involuntarily transferred outside their current subject area

assignment in order to maintain a less senior employee.

2. Criteria for Reduction:

a. The retention of contract and probationary employees shall be on the basis of licensure, seniority and cultural or linguistic expertise as defined in ORS 342.934. The parties agree to reopen Article 25.B.2 to align this Section with current law no later than June 30, 2022. (Seniority is defined as the length of current continuous service to the District within the bargaining unit).

i. The District may retain a member with less seniority if the District determines that the teacher being retained has more competence or if a more senior teacher does not possess the licensure for the position in question.

Competence shall be defined as the ability to teach a subject or grade level, based on teaching experience related to that subject or grade level in the past eight (8) years, or based on training and/or educational attainment, or both related to that subject or grade level.

If the District wishes to invoke competence as a criterion for reduction, they must first contact the individual members and ask for information regarding their educational attainments, teaching experience, training and other relevant experience applicable to the position in question.

If the District identifies a more senior individual as not meeting the definition of competence, the District will then create a training program necessary for the member to become competent. The training program will have a duration of no more than a year and may include the following: college coursework, workshops, program visitations, mentoring, and/or an evaluation plan. The member will either accept the training program as a condition of accepting the position or will decline and will thus be laid off. The District will pay the expenses related to the training program.

ii. The District must also retain a member with cultural or linguistic expertise who has less seniority if the release of the less senior teacher would result in a lesser proportion

of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise. When a qualified teacher with cultural or linguistic expertise is retained and the District is determining which teachers to retain who do not have cultural or linguistic expertise, the District will prioritize seniority and competence, as described above.

If the layoff of a qualified teacher with cultural or linguistic expertise who has equal seniority would result in a lesser proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise, the District must retain the teacher with cultural or linguistic expertise. The District and the Association will collaborate to devise a procedure for determining cultural or linguistic experience prior to beginning the layoff process. This process should be consistent with current language in ORS 342.934

- b. When two or more employees have the same initial start date, seniority shall be determined by the affected employees' drawing of lots, except in the scenario described in Article 25.2.a.ii.

The District and the Association shall devise a procedure for the drawing of lots which is consistent with the provisions of ORS 342.934.

- c. Members may decline a position offered to them if they have not taught in the subject area or grade level within the past eight (8) years and not lose eligibility for recall if there is another member who qualifies for and agrees to take the position. The District will not contest the member's application for unemployment.

C. Recall Procedure

1. Employees shall be recalled to positions they are qualified to fill when an opening occurs in the licensure group from which they were laid off. If the same position exists that the employee held prior to layoff, and if said position is not held by a more senior employee, then the rified employee shall be recalled to that position.

Once an employee has been recalled and assigned, all subsequent

assignments, including consideration for their previous position, shall be in accordance with the transfer process contained in Article 11.

2. Recall shall be by inverse order of layoff, i.e.:
 - a. Contract employees in a licensure group shall be recalled first.
 - b. Probationary employees in a licensure group shall be recalled after the list of permanent employees in that licensure group has been exhausted unless otherwise required by ORS 342.934.

Notice of recall shall be sent via certified mail to the last address given to the Human Resources office by the teacher. A teacher shall have twelve (12) calendar days from the date the notice of recall was mailed, or two (2) days from the date of verifiable contact by the District, by telephone or other means, whichever is earlier, to notify the District of their intent to return.

The employee must report on the starting date specified by the District, provided the reporting date is at least twenty (20) calendar days from the date the notice of recall was received. Failure to notify the District of intent to return or to return to work within the time limits shall be considered the resignation of said employee.

3. Contract and probationary employees who are laid off from the District shall be eligible for recall as outlined above for a period of twenty-seven (27) months after the effective date of their layoff unless they:
 - a. Resign. In such event a written resignation shall be sent to the District.
 - b. Fail to return when recalled as described above.

D. Layoff Benefits

1. The District shall extend coverage under its medical program, provided for in Article 23, for the balance of the layoff to contract and probationary employees who are laid off. The District will pay the cost of such medical premiums during the first month following layoff and such coverage may be continued by the employee under the

Comprehensive Omnibus Budget Reduction Act (COBRA) provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage if they are offered medical insurance by the new employer.

2. All benefits to which an employee was entitled at the time of their layoff will be restored upon their return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

E. School Closure

The employment relationship between the bargaining unit members and the District shall continue to the extent described in this Article during any period of school closure due to budget levy failure. During school closure due to lack of funds, the District acknowledges that the bargaining unit members are temporarily laid off, and agrees to recall, pursuant to Paragraph C above, all teachers to regular duty promptly upon obtaining funds sufficient to resume normal operations. Employees are not paid for any days laid off.

F. Arbitration

In the event the District and the Association do not agree on the application of this Article, the parties agree to go directly to arbitration to resolve the dispute.

Article 26-A
Student Services: Special Education

A. Definitions

Student Services:

Student Services shall be defined as services and supports to ensure student success. This includes Child Find, Section 504 plans/support, training, student safety and positive behavior supports, tutoring, homeless services, counseling services, social worker services, nursing and District chosen intervention and restraint training and support.

Special Education:

Special Education shall be defined as the provision of services to students who have been identified as meeting one or more of the statutorily defined eligibilities. Service delivery options vary dependent on the needs of the students.

B. Special Education Unit Allocations

Students in Self-Contained Special Education classrooms shall be counted in the building's total enrollment for the purpose of determining classroom teacher allotments, unit allocations, and specialist support services.

C. Special Education Placement

1. When the District intends to move or place-specialized classrooms in buildings, it shall discuss and consider the factors regarding their impact on general education classrooms and the mainstream possibilities in each situation by convening a meeting of the Student Services Committee. An overall recommendation shall be given to the District along with factors that were considered by the Student Services Committee.
2. When multiple students receiving special education services are placed in a single classroom, the District shall review the situation and consider appropriate adjustments in class loads.

D. Administrative Procedures for Students Receiving Special Education Services:

The District shall provide employees with administrative procedures for special education that deal with:

1. Teacher representation at placement and IEP meetings.
2. Accessing trainings for unit members working with students receiving special education services.
3. Development of behavior support plans for students receiving special education services as determined by an IEP team. If a student with a behavior support plan moves to a different setting within the District, the behavior support plan will be included in the student's records and made available to the teaching staff prior to the student's first day of attendance in the new setting.

These administrative procedures shall be outlined in the staff handbook.

E. Special Education District Support and Compensation:

Special Education teachers and Special Education certified itinerant staff will be compensated in the form of a stipend of eight percent (8%) of the unit member's yearly salary in recognition of time spent in required meetings and preparing paperwork beyond their normal work day. This includes: Special Education teachers, Speech Pathologists, Occupational Therapists, Physical Therapists, SPED Teachers on Special Assignment, and School Psychologists.

1. Unit members who are required to participate in meetings regarding IEP's, planning for assessment and evaluation, and eligibility determination shall have a substitute provided to allow for such meetings to occur within the workday. A substitute request form must be submitted three (3) days before the date requested.
The District shall provide the substitute request form for unit members requesting such support and the approval of each request shall be based on need. (Please see Appendix C). If the substitute request is denied at the building and/or department level, then the unit member may appeal the decision to the Executive Director of Human Resources.
2. When unit members who don't qualify for the stipend in Section E are required to participate in an IEP meeting, manifestation determination, and/or eligibility determination beyond their workday, they will be compensated at their hourly rate for their time. In order to submit for

time worked, they must submit a code using an automated timekeeping system provided by Student Services.

3. Unit members must complete all required IEP and Eligibility Documentation prior to checking out at the end of each school year.

F. STUDENT SERVICES STRUCTURE COMMITTEE

In order to foster a more collaborative, inclusive and informed approach to delivery of student services for Reynolds School District and all of its stakeholders, the District and the Association will maintain a committee that is comprised equally of RSD and REA representatives chosen separately by each party to this agreement who represent a wide variety of services delivered. Committee members may solicit input from various parents and/or student groups which could be impacted by the recommendations of the committee. The charge of this committee will be to review best practices for working with students receiving special education services, and make recommendations around such services. It shall include review of curriculum, staffing needs, building placements of specialized programs, the structure of services offered, special education, best practices and/or approaches to working with students receiving special education services. This committee will serve in an advisory capacity to both the District and the Association with the understanding that any changes to this agreement are subject to negotiation. This committee shall meet at least quarterly each year; however, either the District or Association may call for additional meetings as deemed necessary.

G. Committee Protocols

1. Minutes shall be kept for all Student Services Committees and distributed to the District and Association representatives within seven (7) days of each meeting.
2. All procedural changes related to services or programming provided should be vetted by the committees and then communicated to all necessary staff in conjunction with the building administrator in a timely fashion.
3. In addition to the separate committee meetings, there shall be bi-annual joint meetings of all committees to discuss dual identified student concerns and to ensure that unnecessary referrals are avoided.

Article 26-B

Student Services: English Language Development

A. Definitions:

English Language Development (ELD):

ELD shall be defined as the program which helps students whose language is a language other than English, or who come from an environment where a language other than English is dominant or whose difficulties in speaking, reading, writing or understanding English may impact the student's ability to successfully achieve in classrooms where the language of instruction is English. ELD programs must be designed and reasonably calculated to enable ML students to attain both English proficiency and parity of participation in the standard instructional program within a reasonable length of time. (ESEA Section 8101(20))

B. ELD Programming Committee

In order to foster a more collaborative, inclusive and informed approach to support English learners for academic success, Reynolds School District and all of its stakeholders, the District and the Association will maintain a committee that is comprised equally of District and Association representatives chosen separately by each party to this Agreement who represent a wide variety of levels and services delivered. Committee members may solicit input from various parents and/or Multilingual learner student groups. The charge of this committee is to review research-based best practices for working and supporting Multilingual Learners (ML) being served via ELD services and to collaborate and make recommendations both in the core classroom and in the ELD classroom. ELD programming, as defined, shall include a review of curriculum, staffing needs, the structure of services offered, best practices and procedures, and/or approaches to working with Multilingual Learners (ML). This committee will serve in an advisory capacity to both the District and the Association. with the understanding that any changes to this Agreement are subject to negotiation. This committee shall meet at least quarterly each year.

C. Committee Protocols

1. Minutes shall be kept for all Student Services Committees and distributed to the District and Association representatives within seven (7) days of each meeting.
2. All procedural changes related to services or programming provided should be vetted by the committees and then communicated to all necessary staff in conjunction with the building administrator in a timely fashion.
3. In addition to the separate committee meetings, there shall be bi-annual joint meetings of all committees to discuss dual identified student concerns and to ensure that unnecessary referrals are avoided.

Article 26-C

Student Services: Social-Emotional and Wellness Support Services

A. Definitions:

In order to foster a collaborative, inclusive, and informed approach to the mental, emotional, social and physical health of students and staff, Reynolds School District and the Association will maintain a committee that is comprised equally of District and Association representatives chosen separately by each party to this Agreement and representing a variety of levels and services delivered. The charge of this committee will be to review best practices for providing emotional and mental health support services to students and make recommendations around SEL and wellness instruction and services as outlined in the current Board Strategic Plan. It may include review of SEL curriculum, staffing needs and staffing of counselor and social worker positions, structure of services offered, best practices and/or approaches to providing mental, emotional, social and physical health support services, as well as services for unhoused youth. This committee shall meet at least quarterly, however, either the District or Association may call for additional meetings as deemed necessary. The committee will serve in an advisory capacity to both the District and the Association with the understanding that any changes to this Agreement are subject to negotiation.

B. Committee Protocols

1. Minutes shall be kept for all Student Services Committees and distributed to the District and Association representatives within seven (7) days of each meeting.
2. All procedural changes related to services or programming provided shall be vetted by the committees and then communicated to all necessary staff in conjunction with the building administrator in a timely fashion.
3. In addition to the separate committee meetings, there shall be bi-annual joint meetings of all committees to discuss dual identified student concerns and to ensure that unnecessary referrals are avoided.

Article 27
Class Size and Caseload Workload

The Association and the District recognize that a reasonable class size ratio is desirable to ensure the best possible learning environment for all students. However, any application of a totally rigid numerical limitation on class size within schools or programs restricts the staff and the building principal/program manager in their flexibility in seeking an ideal learning environment for each unique situation and fails to recognize the budgetary limitations of the District. Staff and building administrators are encouraged to develop solutions cooperatively and to explore continually special variations in curriculum, instructional methods and staff organization to endeavor to achieve an optimum for instruction in their school.

A. Class Size and Caseload Limits

The established class size and caseload limits (allowed by Senate Bill 580, ORS 243.650) for workloads in the Reynolds School District shall be as follows:

- K 20 Students
- 1 22 students
- 2 – 3 25 students
- 4 – 6 28 students
- 7 – 12 *160 students (total load)
- Newcomer ELD & Newcomer Core (grades 6-12) 20 students per class section
- Elementary Resource Case Managers 22
- Secondary Resource Case Managers 25
- Behavior Resource 15
- Specialized Programs 10
- Speech Language Pathologists 48

An effort shall be made to balance individual sections of like classes.

The District and Association agree that the pupil-member ratio is an important factor in maintaining quality education and agree to establish a committee to address concerns from members and/or administrators regarding class size and caseload issues and how the issues are being addressed in individual buildings. This committee will include equal representation from the District and the Association and will endeavor to implement the class size and caseload

thresholds as established above with the understanding that the desire is to avoid excessive class and caseload sizes.

Elementary, ELD Newcomer, SPED Class Size:

For 2025-2026, the District will budget \$400,000 each school year to fund an overload classroom account, based on the agreed numbers in the table above. The District and Association will use the class size committee to address staffing concerns. The following class size recommendations will be maintained by using incremental steps designed to alleviate the class size overage. These steps may be taken:

- 1) Balancing classes
- 2) Provide full-time Educational Assistant Support (with collaboration time to meet with the teacher)
- 3) Add or assign educator FTE

B. Procedure

By the third week of September, the building administrator shall submit to the Executive Director of Human Resources any requests for class size relief. Such requests shall indicate what steps have been taken at the building level to alleviate overloads (i.e. balancing classes, creating multi-graded classes) and shall include current information regarding the impact of mainstreaming or other special needs which may impact the classroom.

Class size relief requests shall be reviewed by the Class Size Committee consisting of the Executive Director of Human Resources, one other person appointed by the administration, and two (2) persons appointed by the Association. This committee makes recommendations to the Superintendent.

Caseload relief requests shall be reviewed by the Student Services Committee. This committee makes recommendations to the Superintendent.

In reviewing class size and caseload relief requests, the committee shall consider: recommended class size and caseload limits, physical limits of the building and room, socio-economic factors which impact the school, student safety, special needs students as well as the information submitted by the building administrator.

Prior to the first Board meeting in October, the Superintendent shall report to the School Board regarding any class size relief. Members of the committee

are free to express their own opinions to the Board either in person or in writing.

C. Limits

The above is not intended to: 1) Limit the District's ability to provide class size and caseload relief at other times of the year. 2) Limit the District to the amount indicated in the budget when funding class size and caseload relief.

Article 28 Mentor Program

The following conditions should apply to any formalized Mentorship program adopted by the District:

A. Implementation

The District shall involve the Association in the development and implementation of all Mentorship programs. Any reductions or significant changes in the Mentorship program shall be discussed with the Association.

B. Compensation

Compensation for Mentors and Mentees shall be negotiated with the Association.

C. Confidential Relationship

The relationship between the Mentor and the Mentee shall be of a confidential nature.

D. Evaluation

Mentors and Mentees shall not be involved in the evaluation of other teachers, nor shall their input be sought in evaluating other teachers.

E. Witness Restrictions

Neither the District nor the Association or the teacher mentored shall call a Mentor as a witness in any proceedings related to the employment status of a teacher, they paired with in a Mentor program.

F. Volunteer Pool

Mentors shall be selected from a pool of volunteers. No teacher shall be assigned as a Mentor against their wishes.

G. Bargaining Unit

Mentors shall be part of the bargaining unit.

H. Workload

The District will not increase the workload of any teacher regularly employed by the District as a result of release time provided in any Mentor programs.

I. Change of Partner

The Mentor or the new teacher shall have the right to request a change of partner. One (1) such request shall be honored during any assignment period. In such cases, the pay for the Mentor teacher shall be prorated.

Article 29
Site Based Committees

If site-based committees are established in individual schools, then the following shall apply:

1. Committee selection shall be in accordance with procedures established in ORS.
2. Membership on site committees shall be voluntary.
3. Procedures shall be developed by each committee that specify tenure and replacement.
4. The roles and responsibilities of the site committees shall be clearly defined by the Board of Education.
5. Decisions made by the site committee shall not conflict with this agreement or Board policy.
6. The site-based committee shall be considered the representative committee in areas of designated responsibility.
7. Compensation for committee service shall be in accordance with this agreement and/or determined by the administration and Association.

Article 30 Duration of Agreement

A. Effective Date

This Agreement shall be effective July 1, 2024 and shall continue in effect until June 30, 2026, subject to the Association's and/or the District's right to negotiation over a successor Agreement as provided in Article 2.

B. Agreement of Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and Agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as provided in Article 3.C - Separability.

C. Signators to Agreement

In witness whereof the Association has caused this Agreement to be signed by its president and negotiators and the Board has caused this Agreement to be signed by its chairman, chief negotiator, and negotiations team members and attested by its Superintendent clerk.

REYNOLDS EDUCATION ASSOCIATION REYNOLDS SCHOOL DISTRICT

FOR THE DISTRICT

Michael Reyes, Date
Board Chair

Dr. Frank Caropelo, Superintendent Date

Shaunice Silas, Date
Executive Director of Human Resources

Holly Langan Date
Executive Director of Finance

Marie Marianiello Date
Director of Elementary Schools

Teri Pitts Date
Sr Director Of Academics

Lavert Robertson Date
Director of Secondary Schools

FOR THE REYNOLDS EDUCATION
ASSOCIATION

Jeffrey Fuller, Date
REA President

Brian Jay, Date
Bargaining Chairperson

Bruce Scherer, Date
OEA UniServ Consultant

Gina Bousley Date
Bargaining member

Jessica Cantu Date
Bargaining Team

Sarah Anderson Date
Bargaining Team

Brittany Gaul-Hargrave Date
Bargaining Team

Appendix A Licensed Salary Schedule Reynolds School District

2024–25: 7% COLA increase is applied over 2023–24 rates
Step 0 eliminated (186 Days); Columns Updated

Step	BA	BA+20	BA+40	BA+60 MA	BA+80 MA+20	BA+100 MA+40
1	\$54,567	\$56,185	\$57,393	\$61,133	\$63,267	\$64,813
2	\$56,802	\$58,528	\$59,754	\$63,771	\$65,929	\$67,556
3	\$59,141	\$60,985	\$62,213	\$66,533	\$68,711	\$70,422
4	\$61,437	\$63,385	\$64,633	\$69,235	\$71,439	\$73,239
5	\$63,765	\$65,835	\$67,082	\$71,987	\$74,211	\$76,102
6	\$66,099	\$68,283	\$69,537	\$74,737	\$76,991	\$78,972
7	\$68,470	\$70,779	\$72,038	\$77,540	\$79,815	\$81,880
8	\$70,894	\$73,297	\$74,567	\$80,373	\$82,667	\$84,830
9	\$73,183	\$75,839	\$77,130	\$83,236	\$85,569	\$87,811
10	\$73,183	\$77,607	\$81,055	\$86,137	\$88,488	\$90,833
11	\$73,183	\$77,607	\$82,941	\$89,035	\$91,418	\$93,846
12	\$73,183	\$77,607	\$82,941	\$92,019	\$94,448	\$96,967
13	\$73,183	\$77,607	\$82,941	\$94,162	\$97,589	\$100,099
14	\$73,183	\$77,607	\$82,941	\$94,162	\$97,589	\$102,430

2025–26: 7% COLA increase is applied over 2024–25 rates; four days added (190 Days)

Step	BA	BA+20	BA+40	BA+60 MA	BA+80 MA+20	BA+100 MA+40
1	\$59,642	\$61,410	\$62,731	\$66,819	\$69,151	\$70,841
2	\$62,085	\$63,972	\$65,312	\$69,702	\$72,061	\$73,839
3	\$64,642	\$66,657	\$67,999	\$72,721	\$75,102	\$76,972
4	\$67,152	\$69,280	\$70,645	\$75,675	\$78,083	\$80,051
5	\$69,695	\$71,958	\$73,321	\$78,683	\$81,113	\$83,180
6	\$72,247	\$74,634	\$76,005	\$81,689	\$84,152	\$86,318
7	\$74,839	\$77,363	\$78,738	\$84,752	\$87,238	\$89,495
8	\$77,488	\$80,115	\$81,503	\$87,849	\$90,356	\$92,720
9	\$79,989	\$82,893	\$84,304	\$90,978	\$93,528	\$95,978
10	\$79,989	\$84,825	\$88,594	\$94,149	\$96,718	\$99,282
11	\$79,989	\$84,825	\$90,655	\$97,316	\$99,920	\$102,575
12	\$79,989	\$84,825	\$90,655	\$100,578	\$103,232	\$105,986
13	\$79,989	\$84,825	\$90,655	\$102,920	\$106,666	\$109,409
14	\$79,989	\$84,825	\$90,655	\$102,920	\$106,666	\$111,957

**APPENDIX B
REYNOLDS SCHOOL DISTRICT NO.
7 SALARY INDEX**

Step	BA	BA+20	BA+40	BA+60 MA	BA+ 80 MA+ 20	BA+ 100 MA+ 45
1	1.00000	1.02965	1.05179	1.12034	1.15944	1.18778
2	1.04096	1.07259	1.09506	1.16868	1.20823	1.23803
3	1.08383	1.11761	1.14013	1.21929	1.25921	1.29057
4	1.12591	1.16160	1.18448	1.26882	1.30919	1.34220
5	1.16856	1.20650	1.22935	1.31925	1.36000	1.39465
6	1.21135	1.25137	1.27435	1.36965	1.41095	1.44726
7	1.25480	1.29712	1.32018	1.42101	1.46269	1.50054
8	1.29921	1.34326	1.36653	1.47293	1.51497	1.55460
9	1.34116	1.38985	1.41349	1.52540	1.56815	1.60923
10		1.42224	1.48542	1.57856	1.62164	1.66463
11			1.51999	1.63166	1.67533	1.71985
12				1.68635	1.73087	1.77703
13				1.72563	1.78844	1.83442
14						1.87715

Appendix C
Substitute Consideration Form

Reynolds School District
Student Services
1204 NE 201st Ave.
Fairview, OR 97024

503-661-7200
FAX 503-667-6932

It is recognized that all salaried teachers often or continually have obligations beyond the school day in the form of grading papers, lesson planning, preparation, meetings or other professional obligations.

However, it is the intention of Reynolds School District to provide reasonable support for special education teachers when time constraints warrant special consideration.

Note: All requests must be pre-approved.

Teacher: Please explain the special and non-routine nature that has made this request needed in your opinion:

Teacher: Please indicate your preference for support.

___ substitute for release time (number of days requested when _____)

Teacher Signature _____

Date _____

Building Administrator _____

Date _____

___ Approved ___ Denied

SPED Director _____

Date _____

___ Approved ___ Denied

Comments:

Substitute Consideration Guidelines:

The items listed below are meant to be used as guidelines when you, a special education professional, intend seeking approval for a substitute. All requests must be made in advance. Requests must be “approved” by your building administrator. That is to say, your building administrator should agree that the work is necessary and falls outside of what might reasonably be accomplished within the confines of your regular work schedule. However, your building administrator does not have the final word. You may seek approval from the Student Services Director directly if necessary. Please make and keep a copy of any requests you submit.

#1: Evaluative testing & reporting for initial or ongoing eligibility. Request substitute release time at the rate of $\frac{1}{2}$ day (four hours) per evaluation.

#2: IEP, eligibility, manifest determination, and other SPED necessary meetings that cannot be scheduled within the contract day. This must be carefully documented and approved in advance. If an administrator asks you to attend a meeting outside of contract time, or asks you to stay at a meeting beyond the contract day, please be sure to inform them of your intention to seek compensation so that they are giving informed consent.

#3: Planning, scheduling, and other meetings needed for maintenance of effort. This must be carefully documented and approved in advance. If an administrator asks you to attend a meeting outside of contract time, or asks you to stay at a meeting beyond the contract day, please be sure to inform them of your intention to seek compensation so that they are giving informed consent.

#4: IEP Goal Reports. Twice each year plan to request one full day’s compensation at the regular rate and near the goal report dates, for every caseload of 28 students. This works out to 15 minutes per student average. You should bill at the rate of $\frac{1}{4}$ hour per student for caseloads above and beyond 28.

#5: Extended State Testing. Request substitute release time at the rate of 2 hours per test administration.

Again, these are guidelines and are not meant to be all-inclusive. There may be additional special circumstances. The key element here is planning and seeking approval ahead of time. For further clarification see RSD Licensed Teacher Contract, Article 26.A - Special Education, Section E - District Support.

APPENDIX D
Behavior Incident Report

Name:	DOB:	Synergy ID:	
Date of Incident:	Time of Incident:	Location of Incident:	
IEP? Yes No	If Yes – Referred to IEP Team?	One Time Event? Yes No	Discipline Referral Completed? Yes No
504? Yes No	If Yes – Referred to 504 Team?	Pattern of Events? Yes No	

Describe Incident:

Discussion Notes:

DISPOSITION:

- Teacher Led Plan
- Safety Plan
- Functional Behavior Assessment/Behavior Support Plan
- Threat Assessment
- Suicide Screening
- Other: _____

NEXT STEPS:

STEP	Person Responsible	Follow up date:

PROCESS STEPS:

Teacher - Complete Behavior Incident Report

- Principal/Teacher – Review Behavior Incident Report
- Principal/Teacher – Determine Disposition
- Copies to:
 - o Teacher
 - o Principal
 - o District
- Behavior Response Committee – Review Behavior Incident Report Data

APPENDIX E

TUITION REIMBURSEMENT AND COLUMN MOVEMENT GUIDELINES

**ALL tuition reimbursement requests must be pre-approved (before you begin the class).*

1. Classes or licensure trainings (CEU's) that will be approved for reimbursement and column movement:
 - a. Classes for a new endorsement or to complete a program or certificate
 - b. Classes that directly relate to your professional development goals
 - c. Classes that obviously and directly relate to your job assignment
 - d. Classes that align with District goals and initiatives
2. Classes that will not be approved:
 - a. Classes that do not have anything to do with your job assignment, that are not part of a program, endorsement program, certificate program, District goals and initiatives etc.
 - b. Classes that are a repeat of previous classes you have taken
3. If the unit member's request meets any of the stipulations listed in Article 19.A.13.

All travel and related expenses will be deducted from the unit member's tuition reimbursement benefit allowance.

Conferences/workshops held in the Portland Metropolitan Area are eligible for mileage reimbursement only.

Conferences/workshops held within Oregon and Washington, but outside of the Portland Metropolitan Area are eligible for mileage, lodging and per diem expenses.

Attendance at national conferences outside of Oregon and Washington is limited to once per contract cycle and the use of the equivalent of up to six (6) credits during the life of the contract to pay for domestic travel and related expenses.

4. Classes that are not through an accredited, trusted university program (such as PSU, UP, George Fox, OSU, UO, WOU, EOU) or a similarly accredited online equivalent will be considered before being approved. Classes through TINT or Heritage/Antioch* will be allowed for HALF (½)

credit only and may not be allowed for column movement. (If you opt to do the extra work for additional credit, the course will still only count for HALF (½) of the original credit offered for the course.) These could also be approved for reimbursement so you can use them for PDUs.

*Antioch will be allowed for Librarians and Media Specialists in order to renew or obtain licensure.

5. Course approval for column movement will be granted at the time that tuition reimbursement funds are approved.
6. Sometimes classes can be approved for column movement, but not for reimbursement. This can happen if you have already used up your tuition reimbursement money. If you pay for the class yourself, you may still be able to use it for column movement.
7. Sometimes classes can be approved for reimbursement, but not for column movement. This can happen because even classes that will not count for column movement can still be used as PDUs for your license renewal. If there is a class that will not count for column movement, the District may still reimburse you (and will assume you just want to take the class for your own betterment and to use as PDUs). There are also certain classes required as part of a program that will not count for column movement (such as practicums). These can still count for tuition reimbursement.
8. “Device” classes (classes that include a device you get to keep, i.e. iPad, SurfacePro, MacBook, etc.)
 - a. Members are able to be reimbursed for one “device” class every three (3) years and usually only once per contract cycle. Rationale: Once a member has taken a device class, they shouldn’t really need an additional device or device class until the technology is out of date. Members should consider carefully which device class will be most helpful to them. The District will also consider what devices you have been issued already, as well as your goals for the year. If the District issues a device to teachers, it is a reasonable assumption that the District will provide the necessary training related to that device.

APPENDIX F

COMMITTEES

Herein is a list of committees called for under the CBA:

Article:	Committee:
#5, H-8	Member Evaluation
#5, P	Curriculum & Technology
#7, C	Calendar
#8, C	Emergency Closure
#10	Professional Development
#13, B	Academic Freedom
#14, D	Sick Leave Bank
#18, F	Student Discipline
#23,L	Insurance
#26-A, F	Student Services Structure
#26-B, B	ELL Student Instruction and Services
Structure #26-C	Social-Emotional & Wellness Support
Services	
#27, B	Class & Caseload Size
#28	Mentoring
#29	Site-Based Committees



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: OSBA Elections

Type: Action Item Report / Presentation

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

Date: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

School Boards in Multnomah County are being asked to vote for OSBA Board of Directors positions 17 and 19 and on three resolutions.

Board Positions:

- Position 17: Katrina Doughty, running unopposed.
- Position 19: Jose Gamero-Georgeson, running unopposed.

Resolutions:

- Resolution 1: Resolution to Amend the OSBA Dues Schedule
- Resolution 2: Resolution to Amend Oregon School Boards Association’s Bylaws Relating to Composition of the Board of Directors
- Resolution 3: Resolution to Amend the OSBA 2023 Bylaws

Previous Board Action:

The Board participates in OSBA elections annually.

Financial Implications:

Not Applicable.

Motion:

Motion 1:

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

D. Call for Board Vote

Motion 2:

- A. Motion Made by Board Member:
 - a. I move that the Board vote to elect Jose Gamero-Georgeson for position 19 on the OSBA Board of Directors.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Motion 3:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the OSBA Resolution to “Amend the OSBA Dues Schedule.”
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Motion 4:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the OSBA Resolution to “Amend Oregon School Boards Association’s Bylaws Relating to Composition of the Board of Directors.”
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Motion 4:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the OSBA Resolution to “Amend the OSBA 2023 Bylaws.”
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

OSBA Board of Directors CANDIDATE QUESTIONNAIRE

Name: Katrina Doughty

Date: 08/19/2024

Address: 8035 SE Ramona St

City/Zip: Portland, 97206

Business phone: 707-536-5906

Residence phone: _____

Cell phone: 707-536-5906

E-mail: kdoughty@mesd.k12.or.us

District/ESD/CC: Multnomah ESD

Term expires: 2027 Years on board: 5

Region: Multnomah



Position #: 17

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

Katrina Doughty

08/19/2024

Name

Date

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

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

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

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

While serving on the OSBA Board, I will continue to focus on student advocacy while bridging education and public health. Both systems are rooted in white supremacy and have life-altering effects on our youth, families and communities. I want to continue building the first national school board LGBTQIA2S+ caucus, enabling OSBA to more intentionally and intersectionally support colleagues, future candidates, staff, students & families.

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

My leadership style is collaborative, creative, and driven by a justice framework. I created the Service Integration Teams (SITs) for Yamhill County, which are community-based resource sharing and collaborative problem-solving groups. Each group is formed around school districts, and building them required 100+ regional, cross-sector partners working together. Over 8 years later, even through COVID-19, these integrated and intentional SITs are still going strong and I am very proud of building a sustainable model of community collective action.

OSBA Board of Directors

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

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



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

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



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

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

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



Please continue to the next section.

OSBA Board of Directors

CANDIDATE PERSONAL/PROFESSIONAL RESUME

Work or service performed for OSBA or local district (include committee name and if you were chair):

OSBA - Regional Director - 17
OSBA LGBTQIA2S+ Advisory Committee - Board Liason
MESD - Director (Past Chair)

Other education board positions held/dates:

Oregon Adolescent Health Alliance 2018-2020

Occupation (Include at least the past five years):

Employers:

Dates:

Oregon Health Authority (2021-2022) & (2023-present)
Santiam Hospital (2023-2024)
Bureau of Labor and Industries (2022-2023)
Clackamas County Public Health (2019-2021)

Schools attended (Include official name of school, where and when):

High school: El Molino HS - Forestville, CA (2004-2008)

College: Santa Rosa JC (2008-2010), CSU East Bay (2010-2011), PSU (2018-2019)

Degrees earned: N/A, In- Progress

Education honors and/or awards:

Other applicable training or education:

Disease Intervention Specialist (DIS)
Suicide Prevention (QPR)
Mental Health First Aid (Youth and Adult Versions)
FEMA Incident Command Structures/Systems: ICS 29, ICS 100, ICS 700, ICS 907, ICS 909

Activities, other state and local community services:

Supported Campaigns and Lobbying for:
Universal Preschool / Preschool for All
Cover All Kids
Reproductive Health Equity Act (RHEA)

Hobbies/special interests:

Gardening
Advocacy and Community Organizing
Cooking/Baking
Foster Parent

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

YNPN - Community Engagement Officer (2018-2020)
PPAO Young Supporters Network (2016-2020)

Additional comments:

Thank you for reviewing my information, I look forward to being able to continue supporting our region and the students and families of Oregon.

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NOMINATION FORM OSBA BOARD OF DIRECTORS REGIONAL MEMBER

Date: 9-17-24

TO: Chris Cronin, OSBA President-Elect
Oregon School Boards Association
1201 Court St NE, #400
Salem, OR 97301
Fax: 503-588-2813
E-mail: OSBAelections@osba.org

Nominations are due by 5 pm,
September 27, 2024

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

Dear Chris Cronin:

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

BOARD CANDIDATE INFORMATION

Name: Katrina Doughty
District/ESD/Community College: Multnomah ESD
Address: 11611 NE Ainsworth Circle
City: Portland Oregon ZIP: 97220
E-mail: kdoughty@mesd.k12.or.us Phone: 707-536-5906

This nomination was approved by official action of our board of directors at a duly called meeting on
9-17-24
(date)

Signature: Renee W Anderson
Renee W Anderson (Sep 21, 2024 08:28 PDT)

(Board Chair signature)

Board Chair name: Renee Anderson
District: Multnomah ESD
Address: 11611 NE Ainsworth Circle
City, State, Zip: Portland, OR 97220

Signature: Renee W Anderson
Renee W Anderson (Sep 21, 2024 08:28 PDT)

Email: randerso2@mesd.k12.or.us

OSBA Board of Directors CANDIDATE QUESTIONNAIRE

Name: José Gamero-Georgeson

Date: 09/26/2024

Address: 2845 SE 120th Ave.

City/Zip: Portland 97266

Business phone: _____

Residence phone: _____

Cell phone: 305-962-6042

E-mail: j_gamero-georgeson@ddouglas.k12.or.us

District/ESD/CC: David Douglas SD

Term expires: 2025 Years on board: 9 months

Region: Multnomah



Position #: 19

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

José Gamero-Georgeson

09/26/2024

Name

Date

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

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

OSBA aims to make education more equitable and accessible for all students. To accomplish this, OSBA works to ensure that school boards around Oregon have the training and tools necessary for improving student success. Advocating for equitable funding, as dictated by Oregon ' s Quality Education Model, is a key focus.

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

If elected to serve, I will strive to be a voice for communities that are not often well represented, and historically left out of decision making. I hope that I can play a part in achieving OSBA ' s goals, especially around achieving stable and adequate funding, through advocacy and proactive engagement.

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

I tend to err on the side of over-preparation and work best when able to work collaboratively. In my past work as Executive Director, proposals I brought were often embraced. To accomplish this, I workshopped proposals with board members and relevant stakeholders to ensure they were solid before presenting them.

OSBA Board of Directors

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

A big issue, to me, lies in actually getting the State to raise funding to the levels needed to provide quality education. I also feel that balancing the needs of the urban and rural districts, while not compromising the values of the organization, may prove to be challenging at times.

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

As with most regions, funding levels is one of the most challenging issues we face, especially because it affects everything. Also, our region being so diverse, we are constantly trying to improve how education is provided and how students are disciplined, particularly as it relates to students of color.

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

Luckily, my region is not as spread out as some of the other regions and I feel that I will be able to visit other school boards during their regularly scheduled meetings. Of course, email and virtual meetings are a given nowadays and I will be taking advantage of both.

Please continue to the next section.

OSBA Board of Directors

CANDIDATE PERSONAL/PROFESSIONAL RESUME

Work or service performed for OSBA or local district (include committee name and if you were chair):

David Douglas School Board Committees: Policy Review Group, OSEA Chapter 40 (Classified Bargaining),
Regional Equity Committee, Budget Committee; OSBA: Member of Oregon School Board Members of Color Caucus & LGBTQIA2S+ School
Board Members Advisory Committee

Other education board positions held/dates:

-

Occupation (Include at least the past five years):

Employers:

Disabled

Stay at Home Dad

Dates:

-

Since October 2023

Schools attended (Include official name of school, where and when):

High school: Maritime and Science Technology (MAST) Academy, Miami, FL, Class of 2000

College: University of Florida, Gainesville, FL, 2000-2006; Portland Community College, Portland, OR, 2013-2016

Degrees earned: Bachelor's of Science in Environmental Science; Associate's Degree of Applied Science in Paralegal Studies

Education honors and/or awards:

Graduated with Highest Honors at Portland Community College

HS: National Hispanic Merit Scholar and AP Scholar

Other applicable training or education:

Foster and Adoptive parent - A lot of training around trauma informed care and attachment

OSBA Silver Board Member Certificate of Completion

and signed up for OSBA Gold Board Member Certificate of Completion Pre-Conference Leadership Academy at the 2024 Annual Convention

Activities, other state and local community services:

Government Transition Advisory Committee, City of Portland, Past Co-Chair and served on the Districts & Council Operations subcommittee
as co-chair; Powellhurst-Gilbert Neighborhood Association Co-Chair; East Portland Action Plan

Hobbies/special interests:

Portland Blues & Jazz Dance Society, 2011-2016, past President & Executive Director

Portland Gator Club (local chapter of the University of Florida Alumni Association), 2010-2012, past President

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

Democratic Party of Oregon: State Central Committee, Executive Committee, Rules Standing Committee, DEI Special Committee, CD3
Delegate; Multnomah County Democratic Party: Precinct Committee Person, NGP VAN Coordinator, Assistant District Leader (and immediate
past District Leader) and Chair of the Racial Inclusivity Workgroup (all listed are current, dates of involvement: 2018-2019, 2021-present)

Additional comments:

I also work with different local candidates. I found that a very effective way to advocate for policy that you care about is to help values-aligned
candidates get elected.

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NOMINATION FORM

OSBA BOARD OF DIRECTORS

REGIONAL MEMBER

Date: 9.23.24

TO: Chris Cronin, OSBA President-Elect
Oregon School Boards Association
1201 Court St NE, #400
Salem, OR 97301
Fax: 503-588-2813
E-mail: OSBAelections@osba.org

**Nominations are due by 5 pm,
September 27, 2024**

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

Dear Chris Cronin:

With this letter, our board nominates the candidate named below to a position on the OSBA Board of Directors for the Multnomah Region, Position # 19.

BOARD CANDIDATE INFORMATION

Name: José Gamero-Georgeson
District/ESD/Community College: David Douglas School District
Address: 2845 SE 120th Ave.
City: Portland Oregon ZIP: 97266
E-mail: j_gamero-georgeson@ddouglas.k12.or.us Phone: 305-962-6042

**This nomination was approved by official action of our board of directors at a duly called meeting on 9.23.24.
(date)**



(Board Chair signature)

Board Chair name: Brenda Rivas
District: Parkrose School District
Address: 10636 NE Prescott Street
City, State, Zip: Portland, Oregon 97220



Resolution to Amend the OSBA Dues Schedule

WHEREAS, the Oregon School Boards Association (OSBA) dues revenue as a percentage of OSBA's total revenues is declining. OSBA's dues revenue as a percentage of OSBA's operating costs to support the services OSBA provides to members is also declining;

WHEREAS, the percentage of dues revenue as a proportion of total association revenue has fallen 19.1 percent since the 1996-97 fiscal year to 6.4 percent of total association revenue. If dues do not increase, this percentage of total association revenue will continue to decline;

WHEREAS, the OSBA dues schedule has not increased since the 1998-99 fiscal year;

WHEREAS, OSBA retained The Coraggio Group to do an in-depth analysis of the value of the programs and services OSBA offers to its members and develop a 3-5 year sustainable business plan with member engagement;

WHEREAS, based on the survey data obtained by The Coraggio Group, OSBA members overwhelmingly agree that they receive great service for what they currently pay. Current annual member dues are as low as \$250. Given the costs associated with providing no cost or highly subsidized services available to members, \$250 is very low in comparison.

WHEREAS, The Coraggio Group in collaboration with OSBA staff, has recommended a phased increase in the dues schedule. This approach aims to provide financial stability for the organization and align the dues with other state associations, thereby enabling the association to continue offering its high-quality programs and services.

WHEREAS, the proposed dues increase, which was reviewed by the OSBA Finance Committee, and approved by the OSBA Board of Directors on June 15, 2024, supports the recommendation to amend the OSBA Dues Schedule.

THEREFORE, BE IT RESOLVED in recognition of the current financial situation of Oregon districts and the need for an OSBA dues adjustment, the OSBA Board of Directors recommends that the dues schedule be amended in a manner so that OSBA member school districts and education service districts (ESDs) paying more than \$1,500 annually will experience a dues increase of 15% annually for five consecutive years beginning in the 2025-2026 fiscal year. Beginning in the 2030-31 fiscal year, the dues will increase annually as a percentage in alignment with the Consumer Price Index;

THEREFORE, BE IT FURTHER RESOLVED, the OSBA Board of Directors recommends a membership dues floor be established at \$1,500 and a maximum dues rate of \$25,000 per fiscal year. For OSBA member school districts, ESDs, and community colleges who are below this floor, dues will increase \$250 per year until the floor is reached. For school districts and ESDs that reach the floor before the 2030-31 fiscal year, dues will increase by 15% per year until the 2030-31 fiscal year. Beginning in the 2030-31 fiscal year, dues for all school districts, ESDs, and community colleges will increase annually as a percentage in alignment with the Consumer Price Index.

BE IT FURTHER RESOLVED by the OSBA Board of Directors that the proposed amendments to the OSBA Dues Schedule be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED by the OSBA Board of Directors that the proposed amendments to the OSBA Dues Schedule and a copy of this resolution be forwarded to all OSBA member boards in accordance with the OSBA Board of Directors' adopted elections calendar.

DISTRICT	24-25 DUES	25-26 DUES	26-27 DUES	27-28 DUES	28-29 DUES	29-30 DUES	30-31 DUES**
District Member 01 (under 100)*	\$ 250.25	\$ 500.25	\$ 750.25	\$ 1,000.25	\$ 1,250.25	\$ 1,500.00	\$ 1,560.00
District Member 02 (100-249)*	\$ 541.25	\$ 791.25	\$ 1,041.25	\$ 1,291.25	\$ 1,541.25	\$ 1,772.44	\$ 1,843.34
District Member 03 (250-499)*	\$ 778.00	\$ 1,028.00	\$ 1,278.00	\$ 1,528.00	\$ 1,757.20	\$ 2,020.78	\$ 2,101.61
District Member 04 (500-999)	\$ 1,420.50	\$ 1,633.58	\$ 1,878.61	\$ 2,160.40	\$ 2,484.46	\$ 2,857.13	\$ 2,971.42
District Member 05 (1000-1999)	\$ 2,503.00	\$ 2,878.45	\$ 3,310.22	\$ 3,806.75	\$ 4,377.76	\$ 5,034.43	\$ 5,235.80
District Member 06 (2000-2499)	\$ 3,450.00	\$ 3,967.50	\$ 4,562.63	\$ 5,247.02	\$ 6,034.07	\$ 6,939.18	\$ 7,216.75
District Member 07 (2500-3999)	\$ 5,952.75	\$ 6,845.66	\$ 7,872.51	\$ 9,053.39	\$ 10,411.40	\$ 11,973.11	\$ 12,452.03
District Member 08 (4000-4999)	\$ 7,035.00	\$ 8,090.25	\$ 9,303.79	\$ 10,699.36	\$ 12,304.26	\$ 14,149.90	\$ 14,715.89
District Member 09 (5000-9999)	\$ 8,658.25	\$ 9,956.99	\$ 11,450.54	\$ 13,168.12	\$ 15,143.33	\$ 17,414.83	\$ 18,111.43
District Member 10 (10000-25000)	\$ 10,823.00	\$ 12,446.45	\$ 14,313.42	\$ 16,460.43	\$ 18,929.49	\$ 21,768.92	\$ 22,639.68
District Member 11 (over 25000)***	\$ 18,940.00	\$ 21,781.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 26,000.00
						\$	-
ESD Membership Dues 01 (under 1000)*	\$ 473.75	\$ 723.75	\$ 973.75	\$ 1,223.75	\$ 1,473.75	\$ 1,694.81	\$ 1,762.61
ESD Membership Dues 02 (1000-2500)*	\$ 710.50	\$ 960.50	\$ 1,210.50	\$ 1,460.50	\$ 1,679.58	\$ 1,931.51	\$ 2,008.77
ESD Membership Dues 03 (2500-5000)*	\$ 947.00	\$ 1,197.00	\$ 1,447.00	\$ 1,664.05	\$ 1,913.66	\$ 2,200.71	\$ 2,288.73
ESD Membership Dues 04 (5000-7500)*	\$ 1,082.50	\$ 1,332.50	\$ 1,582.50	\$ 1,819.88	\$ 2,092.86	\$ 2,406.78	\$ 2,503.06
ESD Membership Dues 05 (7500-10000)	\$ 1,556.00	\$ 1,789.40	\$ 2,057.81	\$ 2,366.48	\$ 2,721.45	\$ 3,129.67	\$ 3,254.86
ESD Membership Dues 06 (10000-15000)	\$ 2,029.50	\$ 2,333.93	\$ 2,684.01	\$ 3,086.62	\$ 3,549.61	\$ 4,082.05	\$ 4,245.33
ESD Membership Dues 07 (15000-25000)	\$ 2,367.75	\$ 2,722.91	\$ 3,131.35	\$ 3,601.05	\$ 4,141.21	\$ 4,762.39	\$ 4,952.89
ESD Membership Dues 08 (25000-50000)	\$ 3,111.75	\$ 3,578.51	\$ 4,115.29	\$ 4,732.58	\$ 5,442.47	\$ 6,258.84	\$ 6,509.19
ESD Membership Dues 09 (above 50000)	\$ 4,667.50	\$ 5,367.63	\$ 6,172.77	\$ 7,098.68	\$ 8,163.49	\$ 9,388.01	\$ 9,763.53
State Board of Education	\$ 67.75	\$ 77.91	\$ 89.60	\$ 103.04	\$ 118.50	\$ 136.27	\$ 141.72
Community College Association****	\$ 4,601.00	\$ 8,851.00	\$ 13,101.00	\$ 17,351.00	\$ 21,601.00	\$ 25,500.00	\$ 26,520.00

*Add \$250 annually until floor is reached, then increase 15% through year 5

**Reflects an estimated CPI increase of 4%

*** \$25,000 cap prior to CPI

****Reflects an increase of \$250 per year, per community college (17) annually until the community colleges reach the \$1,500 floor amount per college. (\$25,500)



Resolution to Amend Oregon School Boards Association's Bylaws Relating to Composition of the Board of Directors

WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards and transitioned to a nonprofit public benefit corporation under Oregon Revised Statute Chapter 65 as of July 1, 2018;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has been operating as an OSBA board appointed advisory committee since September 22, 2023; has a record of regular meetings; has draft bylaws; has identified goals that align with the mission, vision and goals of OSBA; has draft action plans; and a draft budget;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee is ready to elect officers and their Leadership Assembly;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has articulated its mission as follows: "To promote quality education for all students with an emphasis on the unique needs of LGBTQIA2S+ students, staff and board members.";

WHEREAS, OSBA's Board of Directors recognizes the importance of the Oregon LGBTQIA2S+ School Board Members Advisory Committee's mission and goals; and

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has respectfully requested that the Board of Directors submit a resolution to the membership creating the Oregon School Board Members PRIDE Caucus (OSBM PRIDE) and designate a seat on the OSBA Board of Directors and Legislative Policy Committee.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the proposed bylaws amendment designating an Oregon School Board Members PRIDE Caucus representative as a voting member of the OSBA Board of Directors and Legislative Policy Committee be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED that the draft bylaws and a copy of this resolution be forwarded to all association member boards in accordance with OSBA's adopted elections calendar.

Submitted by: OSBA Board of Directors

BYLAWS

OREGON SCHOOL BOARD MEMBERS PRIDE CAUCUS
OF THE OREGON SCHOOL BOARDS ASSOCIATION

DRAFT

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ARTICLE 1

CHARTER

The Oregon School Boards Association (the “OSBA”) exists solely to perform essential governmental functions and all its income must accrue to the State of Oregon or its political subdivisions as required under IRC Section 115. OSBA’s mission is to improve student success and education equity through advocacy, leadership and service to Oregon public school boards.

OSBA is aware and acknowledges that diversity is a core value of OSBA. OSBA desires to identify areas of concern and causation, convene a caucus of stakeholders, and create a plan to better promote and support the success of students, school staff and school board members who identify as part of the LGBTQIA2S+ communities.

To this end, The OSBA Board of Directors has formally recognized the Oregon School Board Members PRIDE Caucus (the “Caucus”) to serve as a resource and provide guidance and leadership for these initiatives to the OSBA Board of Directors.

The activities of the Caucus shall align with OSBA bylaws as well as complement, not duplicate, OSBA’s efforts on behalf of all local governing boards.

ARTICLE 2

NAME, MISSION AND GOALS

2.1 Name. This organization shall be known as the Oregon School Board Members PRIDE Caucus (OSBM PRIDE) of the Oregon School Boards Association (OSBA).

2.2 Mission. To promote quality education for all students with an emphasis on the unique needs of LGBTQIA2S+ students, staff and board members.

2.3 Goals.

2.3.1 The implementation of ODE’s “Oregon LGBTQ2SIA+ Student Success Plan.”

2.3.2 Promoting positive and effective relationships among LGBTQIA2S+ school board members, their communities, political leaders, partner organizations and OSBA.

2.3.3 Building and increasing capacity of LGBTQIA2S+ school board members and support a pipeline for LGBTQIA2S+ people to run for school board seats.

2.3.4 Serving as a resource.

2.3.5 Developing, promoting, and advancing legislation to improve educational opportunities and outcomes for LGBTQIA2S+ students, staff and families.

2.3.6 Equipping and advancing LGBTQIA2S+ board members to serve in the general OSBA leadership.

2.3.7 Building capacity of the general board membership in understanding the issues of LGBTQIA2S+ people and inclusion.

ARTICLE 3

MEMBERSHIP

3.1 Qualification. All members must support the purposes and goals of the Caucus as set forth in Article 2.

3.2 Members. The Caucus members may include any elected or appointed member of any public board of education in Oregon who are active members in good standing with the Oregon School Boards Association and identify as a member of the LGBTQIA2S+ communities. Caucus members may participate in all discussions, vote, and serve as an officer of the Caucus. Members must attend the meeting in person, via telephone, or via virtual meeting platform (e.g., Zoom) to vote. Voting by proxy shall not be permitted.

3.3 Attendees. The Caucus may, in its discretion, invite to participate in any meeting or event any other individuals who support the purpose and goals of the Caucus as set forth in Article 2.

3.4 Membership List. The Membership list shall be maintained by the Secretary.

ARTICLE 4

BUDGET

4.1 Budget. The Caucus shall submit an annual budget request as outlined under the OSBA budget process, including approval by the OSBA Board of Directors. The request shall set forth the areas of concern, recommended actions, and annual goals.

ARTICLE 5

MEETINGS

5.1 Annual Meetings. An annual meeting of the Caucus shall be in conjunction with the OSBA Annual Convention at which time the Caucus shall elect officers and shall conduct other business as may properly be brought before the meeting of the Caucus.

5.2 Regular and Special Meetings.

5.2.1 Regular Meetings. The Caucus shall meet as often as required to achieve the goals outlined in its annual Work Plan. These meetings shall be scheduled for the year at the Annual Meeting.

5.2.2 Special Meetings. Special meetings of the members for any purpose may be called, either in writing or by e-mail, by the President or by a majority of the Executive Committee. Such a request shall state the purpose or purposes of the proposed meeting.

5.2.3 Place of Meetings. Regular and special meetings of the Caucus shall be held at any location within Oregon, by virtual meeting platform, or a combination of the two, as designated by the President or the Executive Committee.

5.3 Notice.

5.3.1 Notice of every annual meeting of members, stating the time and place thereof, will be provided with an agenda no less than 15 days prior to such meeting.

5.3.2 Notice of every regular or special meeting of members, stating the time and place thereof, shall be provided with an agenda no less than 10 days prior to such meeting.

5.4 Quorum. Except as otherwise provided by law, the presence at any meeting of a majority of the Executive Committee shall constitute a quorum.

5.5 Organization. The President may determine in their sole discretion whether any meeting of the Caucus shall be held in accordance with Robert's Rules of Order.

5.6 Records. The President shall see that all correspondence, minutes, agendas, and Charter be sent to and kept on file with OSBA.

5.7 OSBA Staff Liaison. The Executive Director of OSBA shall designate a staff member to serve as a liaison representative to the Caucus. The designee shall not have voting rights.

5.8 Compliance with Open Meetings Laws. The Caucus shall comply with the open meetings law requirements of ORS chapter 192 at every convening of its membership in which a quorum is required in order to make a decision or to deliberate toward a decision on any matter.

ARTICLE 6

CAUCUS LEADERSHIP COUNCIL

6.1 Composition. The Leadership Council of the Caucus shall include the President(s), Vice President, Secretary, Treasurer, Regional Directors and two Members of the Caucus.

6.2 Term. Leadership Council members shall serve a two-year term. The President may only serve one consecutive term. The Vice President, Secretary, Treasurer, Regional Members, and Members-at Large may serve any number of consecutive terms. Each officer shall hold office until the term has expired or until a successor has been duly elected and qualified for the position, or until the officer can no longer hold the position because they no longer qualify to be a member of the Caucus as defined in Article 3 above, or because of removal or death.

6.3 Nomination and Election

6.3.1 Nomination. Leadership Council members may be nominated by either the nominating committee or a caucus member at the annual meeting.

6.3.2 Election. The members shall elect the Leadership Council by majority vote at the annual meeting in even numbered years.

6.4 Designations

6.4.1 President. The President shall preside at all meetings of the Caucus and the Executive Committee. The President shall appoint all standing and special committees and shall be an ex-officio member of all committees, except the nominating committee, with voting power. The President shall sign all official reports of the Caucus. Two persons may share the position of President, or one person may serve as President and another as Vice President.

6.4.2 Vice President. In the absence of the President, the Vice President shall have and perform all the powers and duties of the President.

6.4.3 Immediate Past President. The Immediate Past President shall advise and counsel with other officers. The Immediate Past President chairs the officer succession planning process. The past president serves for two calendar years.

6.4.4 Secretary. The Secretary shall keep the minutes and records, maintain a roster of the current membership, and shall see that all notices are duly given in accordance with the provisions of law and this Charter, and such other duties as from time to time may be assigned by the Executive Committee.

6.4.5 Treasurer. The Treasurer shall have the responsibility for receiving and disbursing all funds related to the Caucus in coordination with the OSBA liaison. The Treasurer shall report regularly to the Executive Committee, shall prepare a written yearly financial

report to be distributed to the members at each annual meeting, and shall perform other duties assigned by the Executive Committee.

6.4.6 Regional Caucus Directors. There shall be one Regional Director for each congressional district apportioned to Oregon for election at the Oregon general election held in the year of the Caucus' annual meeting. (For reference, there shall be six Regional Directors starting in 2025.) The Regional Directors shall live in the region which they represent. The Regional Directors shall report issues from their region to the Caucus and shall perform other duties assigned by the Executive Committee. The regions shall be based on Oregon's congressional districts.

Future positions:

6.4.7 At-Large Members. There shall be two At-Large Directors.

6.5 Resignation. A Leadership Council member may resign by filing a written resignation with the President or Secretary of the Caucus or the President of OSBA.

6.6 Vacancies. Any vacancy in any office may be appointed for the unexpired portion of the term by a majority of the officers at the next regular or special meeting.

6.7 Removal. Any member of the Caucus who misses more than two meetings out of any four consecutive meetings, unless they are excused by the board for a valid reason, may have their office vacated by action of the board.

ARTICLE 7

EXECUTIVE COMMITTEE

7.1 Composition. There shall be an Executive Committee made up of the President(s), Vice President, Immediate Past President, Secretary, and Treasurer.

7.2 Responsibilities. The Executive Committee shall have the following responsibilities and powers:

- (a) To respond to any inquiry or question from OSBA.
- (b) To act on behalf of the Caucus when deemed necessary by the President.
- (c) To review plans and programs to be presented to the Caucus at its meetings.
- (d) To give direction to the OSBA liaison on legislative action to come before the state legislature on which there is no formal Caucus policy or resolution.

(e) The Executive Committee shall act as the Nominating Committee and nominate a candidate for each office of the Caucus. A nominating committee report will be included in the notice of the annual meeting of the membership.

7.3 Ratification. Any actions by the President shall be reported to the Executive Committee as soon as the action has taken place. All actions of the Executive Committee shall be subject to ratification by the Caucus at the next meeting of the members.

7.4 Administration. The Executive Committee may use the guidance of Robert's Rules of Order for all procedures. The Executive Committee shall keep regular minutes of its proceedings and all actions by the Executive Committee shall be reported promptly to the membership. Such actions shall be subject to review by the membership, provided that no rights of third parties shall be affected by such review.

ARTICLE 8

COMMITTEES

The President or Executive Committee may establish committees of two or more members to serve at the discretion of the President or the Executive Committee. These committees may consist of such persons and perform such duties as the President designates from time to time. The committees may not act on behalf of the Caucus but may make recommendations to the Caucus for approval. The Chair of any such committee shall be a member of the Executive Committee.

ARTICLE 9

SEAT ON THE OSBA'S BOARD OF DIRECTORS

The Caucus shall appoint one officer from the Leadership Council to serve as liaison to the OSBA Board of Directors and to be a member of the OSBA Board of Directors. The appointee must be an elected or appointed member of any public board of education in Oregon and an active member in good standing with the Association.

ARTICLE 10

GENERAL PROVISIONS

10.1 Amendment of Bylaws

10.1.1 Bylaws may be altered, amended, or replaced by the members of Caucus as approved by voting members at the annual meeting by a majority vote.

10.1.2 Notice of proposed bylaws changes shall be in the annual meeting agenda and sent to all members 15 days prior to the annual meeting.

10.1.3 Omissions from this Charter shall be governed by Robert's Rules of Order when they do not conflict with the Charter.

10.2 Seat on OSBA'S Legislative Policy Committee (LPC)

10.2.1 The Caucus shall appoint one caucus member to serve as liaison to the OSBA Legislative Policy committee and to be a member of the LPC. The appointee must be an elected or appointed member of any public board of education in Oregon who is an active member in good standing with the Association.

The foregoing charter was adopted by the active membership of OSBM PRIDE on August 10, 2024.



Resolution to Amend the OSBA 2023 Bylaws

WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards;

WHEREAS, in 2017, through a vote of the OSBA membership, OSBA was incorporated under ORS chapter 65 as a public benefit non-profit corporation and the OSBA bylaws replaced the OSBA constitution;

WHEREAS, in 2018, through a vote of the OSBA membership, the OSBA bylaws were amended to expand the OSBA board of directors and legislative policy committee with representatives from the Oregon school board members of color caucus;

WHEREAS, in 2023, through a vote of the OSBA membership, the OSBA bylaws were amended to expand the OSBA board of directors and legislative policy committee with representatives from the Oregon rural school board members caucus and additional revisions to the bylaws;

WHEREAS, in 2024, the OSBA board of directors reviewed the OSBA bylaws and proposes to amend the OSBA bylaws as reflected in the attached draft OSBA bylaws with changes highlighted in the attached draft OSBA bylaws crosswalk document; and

WHEREAS, the substantive changes to the draft OSBA bylaws are the following:

- Allowing caucuses to have an additional director on the OSBA board of directors in the circumstance where the OSBA president or immediate president is a director from a caucus. This revision is intended to provide the same opportunity for representation for caucuses as is currently provided to regionally elected directors.
- Clarify that OSBA board of directors must comply with the Oregon government ethics laws with respect to conflicts-of-interest.
- Require OSBA caucuses to submit an annual year end fiscal report to the OSBA board of directors.
- Create officer eligibility criteria that requires candidates for officer positions and directors in officer positions to be voting members of the OSBA board of directors.
- Expand the OSBA board of directors and legislative policy committee with representatives from the Oregon school board members PRIDE caucus.
- Edits to grammar, punctuation, and language for readability.

THEREFORE, BE IT RESOLVED by the OSBA board of directors that the proposed draft OSBA bylaws be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED that the proposed draft OSBA bylaws, the draft OSBA bylaws crosswalk document and a copy of this resolution be forwarded to all OSBA member boards in accordance with the OSBA board of directors' adopted elections calendar.

Submitted by: OSBA Board of Directors



BYLAWS

As Amended by the Membership: December 2023

Proposed Edits: September 14, 2024

SECTION 1 PURPOSE

The Oregon School Boards Association (the “Association” or “OSBA”) exists solely to perform essential governmental functions and all of its income accrues to the State of Oregon or its political subdivisions as required under IRC Section 115. In particular, the Association’s mission and purpose are as follows:

- A. To work for the general advancement and improvement of the education of all public school children of the State of Oregon.
- B. To gather and disseminate information pertinent to the successful operation of public schools.
- C. To work for the most efficient and effective organization of public schools of this state. “Public schools” include local school districts, education service districts, the State Board of Education, and community colleges classified as a political subdivision.
- D. To work for adequate and dependable financial support for the public schools of this state.
- E. To study all legislation which affects the public schools of Oregon and to support and work for that which appears to be desirable and to keep members informed thereof. To propose and work for the enactment of proper educational legislation.
- F. To encourage the establishment and maintenance of best practices and high standards in the conduct and operation of the public school educational system.
- G. To study and interpret educational programs and to relate them to the needs of pupils.
- H. To promote public understanding of the role of school boards and school board members in the improvement of education.
- I. To conduct seminars, conferences, and research projects in the various aspects of education for the benefit of members.
- J. To endeavor to implement the policies, beliefs, and resolutions of the Association members and board of directors.
- K. To do such other things as the member boards or board of directors may deem appropriate for the accomplishment of these and other purposes which tend to improve public education.
- L. To enter into such cooperative agreement with members for the pooling of resources and the provision of services as may result in the more efficient utilization of district resources and accrue to their financial advantage.

SECTION 2 MEMBERS

2.1 Admission. All members must qualify as (1) a “political subdivision” as defined under Treas Reg § 1.103-1(b) and Revenue Ruling 78-276, 1978-2 CB 256 and (2) as one of the following:

- 2.1.1 ~~Local~~ School District as defined under ORS Chapter 332;
- 2.1.2 Education Service District as defined under ORS Chapter 334;
- 2.1.3 Community College District as defined under ORS Chapter 341;
- 2.1.4 State Board of Education as defined under ORS Chapter 326; and

2.1.5 Any other governmental educational organization qualifying as a political subdivision, as approved by resolution of the board of directors.

2.2 Dues. Annual dues shall be set by majority vote of the members and shall be based on resident Average Daily Membership (ADMr) as of December 31 of the preceding year as reported to the Oregon Department of Education. Dues shall be payable on July 1 of each year and shall become delinquent on September 1 of each year. Member status shall automatically terminate for members failing to pay dues by September 1 unless an extension is requested and granted by the board of directors.

2.3 Reserved Powers of the Members. The following corporate actions require the consent and approval of the members:

2.3.1 Election and removal of directors except as set forth in Section 3.8;

2.3.2 Election and removal of the Legislative Policy Committee (“LPC”) members except as set forth in Section 4.1.3(g);

2.3.3 Approval of resolutions to effectuate any of the following:

(a) Adoption, amendment, or restatement of the articles of incorporation or bylaws;

(b) Modification to the region descriptions set forth in Section 2.6.1; and ~~the~~

(c) Dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association’s assets.

2.4 Voting Power.

2.4.1 Election of Directors and LPC Members. For the purposes of nominating and electing directors and LPC members, each member shall have one vote.

2.4.2 Resolution. For the purposes of approving a resolution, each member shall have one vote on all resolutions except as follows:

(a) K-12 Local Districts with an ADMr between 15,600 and 23,400 shall have two votes.

(b) K-12 Local Districts with an ADMr between 23,400.1 and 31,200 shall have three votes.

(c) K-12 Local Districts with an ADMr between 31,200.1 and 39,000 shall have four votes.

(d) K-12 Local Districts with an ADMr of 39,000.1 or more shall have five votes.

2.5 Process of Approval of Member Resolutions.

2.5.1 Generally, members shall approve resolutions annually by ballot vote. Members or the board of directors may submit a resolution for member approval. Such resolutions shall be submitted to the board of directors no later than September 30~~th~~. The board of directors shall distribute all timely submitted resolutions, together with an official ballot, to the members no later than October 15. Members shall vote by ballot submitted to the board of directors no later than December 15.

2.5.2 ~~The board of directors may call a special meeting of the members under Section 2.9, as necessary.~~

2.6 Regional Election of Directors and LPC Members.

2.6.1 Regional Voting. For the purposes of nominating and electing the board of directors and LPC members, the Association members shall be organized into and represented by region:

- (a) Eastern Region includes all of the members located in the counties of Baker, Grant, Malheur, Union, Wallowa, and Wheeler.
- (b) Gorge Region includes all of the members located in the counties of Gilliam, Morrow, Sherman, Umatilla, and Wasco.
- (c) Central Region includes all of the members located in the counties of Crook, Deschutes, and Jefferson.
- (d) Southeast Region includes all of the members located in the counties of Harney, Klamath, and Lake.
- (e) Southern Region includes all of the members located in the counties of Jackson and Josephine.
- (f) Lane Region includes all of the members located in the county of Lane.
- (g) Clackamas Region includes all of the members located in the counties of Clackamas and Hood River.
- (h) Douglas/South Coast Region includes all of the members located in the counties of Coos, Curry, and Douglas.
- (i) Linn, Benton, Lincoln Region includes all of the members located in the counties of Benton, Lincoln, and Linn.
- (j) Marion Region includes all of the members located in the county of Marion.
- (k) Yamhill, Polk Region includes all of the members located in the counties of Polk and Yamhill.
- (l) North Coast Region includes all of the members located in the counties of Clatsop, Columbia, and Tillamook.
- (m) Washington Region includes all of the members located in the county of Washington.
- (n) Multnomah Region includes all of the members located in the county of Multnomah.

2.6.2 Members shall be assigned to the region in which their main administrative office is located. If a member's district boundaries span more than one region, the member board must declare which region it intends to vote and shall vote only in that region.

2.6.23 Regional elections shall be determined ~~taken~~ by a majority of votes cast by members within of the members within the region.

- 2.7 Modification of Regions.** A formal review of the regional organizations described in Section 2.6.1 shall be conducted by the board of directors at least every three years commencing with 2017. Any recommended changes to the regional organization shall be submitted to the members in the form of a resolution in accordance with the provisions of Section 2. ~~445~~.
- 2.8 Annual Meetings.** An annual meeting of members shall be held in November of each year unless a different date or time is fixed by the board of directors and stated in the notice of the meeting. Failure to hold an annual meeting on the stated date shall not affect the validity of any corporate action. At the annual meeting, the president and secretary-treasurer of the board of directors, and any other officer or person whom the president may designate, shall report on the state of the Association, ~~the its~~ activities, and its financial condition ~~of the Association~~.
- 2.9 Special Meetings.** A special meeting of members shall be held upon the call of the president or 25 percent of the board of directors. All members shall be officially notified of a special meeting by written notice, mailed via U.S. mail or electronic mail, to all members at least 15 days prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the members, the place and time of the meeting, and instructions describing the method by which members can participate by telephone or video. Notice shall also comply with all procedures and include any information as required by ORS Chapter 192.
- 2.10 Telephonic/Video Meetings.** The board of directors may permit any member to participate in any annual or special meeting of the membership, or conduct the meetings through, the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A member participating in the meeting by this means is deemed to be present ~~in person~~ at the meeting.
- 2.11 Place of Meetings.** Meetings of the members shall be held at any place, in ~~or out of~~ Oregon, designated by the board of directors. If a meeting place is not designated by the board of directors, the meeting shall be held at the Association's principal office.
- 2.12 Action by Written Ballot.** Any action required of the members will be taken by written ballot, and the Association will deliver a written ballot to every member entitled to vote on the matter. Once delivered, a written ballot may not be revoked.
- 2.13 Quorum.** A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the association.
- 2. ~~13-114~~ Approval:** With the exception of approving amendments to the Association's bylaws, ~~which is as~~ outlined in Section 7.1 ~~of these bylaws~~, and with the exception of regional elections outlined in 2.6.3, approval by written ballot is effective ~~when~~ at the end of the voting period when:
- (a) The number of votes cast by ballot equals or exceeds a quorum of the members; and
 - (b) The number of approvals equals or exceeds a majority of the number of returned ballots.

SECTION 3 DIRECTORS

- 3.1 Powers.** Except as provided under Section 2. ~~23~~, all corporate powers shall be exercised by or under the authority of ~~and the affairs of, are managed under the direction of~~ the board of

directors. The board of directors shall adopt policies defining specific obligations of the board of directors.

3.2 Qualifications. Directors must serve on the board of a member of the Association throughout the duration of their term, with the exception of the director serving as past president.

3.3 Number. The board of directors shall consist of not fewer than three nor more than 25 persons. The number of directors may be fixed or changed periodically, within the minimum⁷ and maximum² by the members.

3.4 Term. Directors shall take office on January 1 and shall serve for a term of two calendar years or until their successors are elected and qualified. Terms shall be staggered as per the election calendar.

3.4.1 Directors who took office prior to January 1, 2018, and are re-elected may serve for any number of terms as long as they continuously remain members of the board of directors.

3.4.2 Directors taking office on or after January 1, 2018, may serve five consecutive two-year terms and, if eligible, may rerun after a two-year hiatus.

3.4.3 If a director serving as immediate past president requires additional time beyond the term limits outlined above, the term limits will be held in abeyance to allow the director to complete their term as immediate past president.

3.5 Composition. The board of directors will be comprised of up to ~~23~~²² regionally elected directors, one designated director as defined in the bylaws of the Oregon School Board Members of Color Caucus, ~~and~~ one designated director as defined in the bylaws of the Oregon Rural School Boards Members Caucus, ~~and one designated director as defined in the bylaws of the Oregon school board members PRIDE caucus~~ and ~~ex-officio nonvoting members advisors as delineated in Section 3.5.4.~~

3.5.1 Regional Elected Directors. Each region, as described under Section 2.6.1, shall elect one director except as follows:

(a) Clackamas Region shall elect two directors;

(b) Marion Region shall elect two directors;

(c) Washington Region shall elect three directors; and

(d) Multnomah Region shall elect three directors.

(e) ~~Provided, however, that i~~ If the president or immediate past president of the board of directors is a representative director from a region that elects only one director, that region shall elect an additional director or directors to serve for the duration of the president and/or the immediate past president's term.

3.5.2 Regional Election.

(a) The nomination and election of directors shall be in accordance with the elections calendar annually adopted by the board. The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions.

(b) Each regional candidate for a director position shall be nominated by a member within the region by means of a nomination form. ~~The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions.~~ To nominate a director candidate, one or more of the members in the region must timely submit to the board of directors a formal resolution or motion of the member and the completed nomination form(s). Nominations in regions where there is more than one open director position shall indicate the numbered position for which the nomination is being submitted.

(c) Each member in a region shall have one vote in the regional elections for the board of directors. The director candidate receiving a majority of the votes ~~cast by the~~ members within the region shall be elected.

~~(a)~~(d) In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second regional ballot shall be required between the two candidates receiving the highest number of votes; the one receiving a majority of the votes is elected.

3.5.3 ~~Designated-Caucus~~ Representatives. In accordance with their bylaws, caucuses of OSBA shall appoint a representative of the Caucus to serve as a director of the Association. The representative must be an elected or appointed member of any public board of education in Oregon ~~who that~~ is an active member in good standing with the Association. All Association bylaws and policies shall apply to the designated representative serving as the Caucus' director of the Association.

If the president or immediate past president of the board of directors is a representative director from a caucus, then the caucus shall elect an additional director to serve for the duration of the president and/or the immediate past president's term.

3.5.4 Ex-Officio. The following individuals or their designee may serve as ex-officio, nonvoting, advisors to the board of directors:

- (a) Any director of the National School Boards Association elected from Oregon;
- (b) ~~Any officer of the National School Boards Association, National School Boards Advocacy Committee, or an officer of the NSBA Pacific Region.~~
- (c) ~~The immediate past president of the Oregon Association of School Executives;~~
- (d) The ~~immediate past president~~ Executive Director of the Confederation Coalition of School Administrators;
- (e) The ~~board section president~~ Chair-Elect of the Oregon Association of Education Service Districts;
- (f) The board ~~section~~ president of the Oregon Community College Association;
- (g) The chair of the State Board of Education; and
- (h) Any other person ~~as that~~ the board of directors may appoint.

Ex-officio advisors do not attend executive sessions of the board of directors unless they hold a separate position that entitles them to attend executive session, or they are invited to attend by the board of directors.

Ex officio advisors are not eligible for travel reimbursement from OSBA unless they hold a separate position for which travel reimbursement is provided.

3.6 Vacancies. In the event that any director position, other than the president or immediate past president serving as a second director for a region as set out in Section 3.5.1(e), is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year.

If the board of directors cannot recruit a candidate from the region, they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board.

All appointed interim directors must run for regional election during the next election cycle following appointment in order to be eligible to continue service on the board of directors past December 31 of the election year. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term.

If there is a vacancy in an OSBA caucus-designated director position, then the caucus shall, as set forth in Section 3.5.3, appoint a new caucus representative to serve the remaining term.

3.7 Resignation. A director may resign at any time by delivering written notice to the president or the secretary. A resignation is effective when notice is effective under ORS 65.034 unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors.

3.8 Removal. A director may be removed for cause by vote of two-thirds majority of the directors. A director may be removed with or without cause by a majority vote of the members who elected the director. The board may provide guidance or adopt and amend policies regarding what types of actions the board considers to be sufficient cause for removal.

3.9 Regular Meetings. An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of members. The board of directors may schedule additional regular meetings to occur during a calendar year. ~~If the time and place of any other directors' meeting is regularly scheduled by the board of directors, the meeting is a regular meeting.~~ All other meetings are special meetings.

3.10 Special Meetings. A special meeting of the board of directors may be called by the president or the president-elect or 20 percent of the board of directors. All directors shall be officially notified of a special meeting by written notice delivered personally, by telephone, or electronic mail at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. No matter may be considered at a special meeting other than the matter(s) specified in the notice.

3.11 Place of Meetings. The board of directors may hold annual, regular, or special meetings at any location in the State of Oregon.

3.12 Telephonic/Video Meetings. The board of directors may conduct meetings through the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A director participating in the meeting by this means is deemed to be present at the meeting.

3.1013 Notice of Meetings. All ~~members~~ directors shall be officially notified of a special meeting by written notice delivered personally, by telephone or electronic mail to all directors at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. Notice of meetings shall ~~also~~ comply with all procedures and include any information as required by ORS Chapter 192.

3.1114 Waiver of Notice. A director may at any time waive any notice required by these bylaws. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director, at the beginning of the meeting or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. Except as provided in the preceding sentence, any waiver must be in writing, must be signed by the director entitled to the notice, must specify the meeting for which the notice is waived, and must be filed with the minutes or the corporate records.

3.1215 Quorum. A quorum of the board of directors shall consist of a majority of the number of directors in office at the time the meeting begins.

3.1316 Voting. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.

3.1417 Presumption of Assent. A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to the action taken unless:

- (a) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting the business at the meeting; and
- (b) The director's dissent from the action taken is entered in the minutes of the meeting.

3.1518 Compensation. Directors and members of committees may receive reimbursement of such expenses as may be determined by resolution or policy of the board of directors to be just and reasonable. Directors shall not otherwise be compensated for service in their capacity as directors.

3.1619 Director Conflict of Interest. The Association shall maintain a Conflict of Interest policy, the terms of which comply with ORS 65.361 and ORS Chapter 244. The board of directors shall annually review and notify ~~its members and~~ the directors of the current Conflict of Interest policy. ~~Each director shall annually complete and return a Conflict of Interest statement.~~

SECTION 4 COMMITTEES AND CAUCUSES

4.1 **Standing Committees.** The board of directors shall maintain the standing committees described below:

4.1.1 Executive Committee. The executive committee shall consist of the five officers of the board of directors: the president as chairman ~~and as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws~~, the president-elect, the vice president, the secretary-treasurer, and the immediate past president. The executive committee ~~may act, pursuant to its delegation delegated of authority to such committee by the board of directors, act~~ in place and instead of the board of directors between board meetings on all matters except those specifically reserved to the board under the terms of the bylaws. Actions of the executive committee shall be reported to the board ~~of directors by mail, email, on a timeframe consistent with the seriousness and urgency of the matter and within two weeks if practicable. Additionally, executive committee actions will be reported or~~ at the next regular board meeting.

4.1.2 Finance Committee. The finance committee shall be appointed by the president and shall be composed of members from Oregon public school districts, education service districts, and community colleges with boards that meet all criteria to be Association voting members. The members shall include, but are not limited to, the President as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, the Association secretary/treasurer and vice president, one ~~Association board director trustee~~ from the PACE board, one district business official, and one at-large board member.

~~Finance committee members serve for a term of two (2) years unless they are appointed to replace a member who left the committee before finishing their two-year term, in which case the member will serve the remainder of the two-year term. The trustee from the PACE board is recommended by the PACE Board of trustees, appointed by the President, subject to approval by the Board, and will serve a two-year term, with no term limits. The district business official and the at-large board member will be recommended by OSBA staff, appointed by the President, subject to approval by the Board, will serve two-year terms, with no term limits, and staggered start dates starting in January.~~

The finance committee shall operate within the corporation's investment guidelines and the Finance Committee ~~e~~Operating gGuidelines.

4.1.3 Legislative Policy Committee. The board of directors shall maintain a Legislative Policy Committee ("LPC").

(a) Purpose. The LPC shall develop legislative policies which are recommended to and approved by the members as a resolution proposed by the board of directors and voted on by the membership in accordance with Section 2.4 and 2.5. The LPC also advises the executive director and staff during legislative sessions.

(b) Composition. The LPC shall be composed of the voting members of the board of directors, the President as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, ~~and the~~ regional representatives elected under the procedures defined in Section 4.1.3(c) and (d), ~~and~~ one designated voting member as defined in the bylaws of the Oregon School Board Members of Color Caucus, ~~and~~ one designated

voting member as defined in the bylaws of the Oregon Rural School Boards Members Caucus, and one designated voting member as defined in the bylaws of the Oregon school board members PRIDE caucus. All committee members must be elected or appointed directors of a member as defined in Section 2.1. The vice president of the board of directors shall chair the LPC.

~~(b)~~(c) Qualifications. LPC representatives must serve on the board of a member of the Association throughout the duration of their term.

~~(c)~~(d) Nomination. The board of directors shall cause the nomination form to be distributed to all members in eligible regions. A member may To nominate a candidate to the LPC, and shall do so one or more of the members in the region must timely submit to the board of directors by a formal resolution or motion of the member and timely submission of the nomination form(s) to the office of the Association and the completed nomination form(s). Nominations in regions where there is more than one representative position shall indicate the numbered position for which the nomination is being submitted. The Nominations and election of the LPC representatives will be closed by a date identified in shall be in accordance with the elections calendar adopted by the board.

~~(d)~~(e) Election. Each LPC member shall be elected by majority of member boards of a region. Each member in a region shall have one vote in the regional elections for the LPC representative. The LPC representative candidate receiving a majority of the votes cast by the members within the region shall be elected. Each region shall elect the number of LPC members as described in Section 3.5, without regard to Section 3.5.1 ~~(de)~~. Such elections shall be held using the procedures described in Section 3.5.2.

(f) Term. Each committee member shall take office on January 1 in even numbered years and serve for a term of two (2) years.

~~(e)~~(g) Vacancies. In the event that there is a vacancy on the LPC, the board of directors may appoint an interim LPC member from the same region to fill the unexpired term of office. If the board of directors cannot recruit an LPC member from the region, they may appoint a person from a contiguous region to serve to represent the open region to fill the unexpired term of office.

~~4.1.4 PACE Trustees. The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE"). As per the PACE Restated Trust Agreement, the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.~~

~~PACE trustees taking office on or after January 1, 2023, may serve three consecutive three year terms and, if eligible, may return after a one year hiatus.~~

4.2 Other Board Committees. The board of directors may create one or more committees of the board of directors and appoint directors and representatives of members to serve on such committee. The creation of a committee and the appointment of directors and member representatives to the committee must be approved by a majority of all directors in office when the action is taken. The provisions of these bylaws governing meetings, action without meetings,

notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and their members as well. Committees of the board of directors may, to the extent specified by the board of directors, exercise the authority of the board of directors; ~~z~~ provided, ~~however,~~ that no committee of the board of directors may:

- (a) Authorize distributions, provided that this restriction does not apply to payment of value for property received or services performed or payment of benefits in furtherance of the Association's purposes;
- (b) Approve or recommend dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association's assets;
- (c) Elect, appoint, or remove directors or fill vacancies on the board or on any of its committees; or
- (d) Adopt, amend, or repeal the articles of incorporation or bylaws.

4.3 Advisory Committees. The board of directors may create one or more other committees. Members of these committees need not be members or directors, but at least one director shall serve on each such committee. These committees shall have no power to act on behalf of, or to exercise the authority of, the board of directors, but may make recommendations to the board of directors.

4.4 Caucuses. Caucuses shall exist to enhance the work of the Association by addressing the unique needs of member districts. ~~Caucuses shall:~~

4.4.1 ~~Caucuses shall~~ Clearly articulate the vision, mission, ~~z~~ and goals of the Caucus.

4.4.2 ~~Caucuses shall~~ Adopt bylaws for operating, programming, ~~z~~ and governing within the context of the Association bylaws described herein.

4.4.3 ~~Caucuses shall~~ Comply with Association policies and guidelines.

4.4.4 Caucuses shall be added or eliminated to this provision through the bylaw's amendment process described in Section 8.1~~these bylaws~~.

4.4.5 Caucuses shall submit at an end of fiscal year report to the Board of Directors that includes the following:

4.4.5.1 The caucus is meeting regularly;

4.4.5.2 An accounting of the prior year's budget allocation;

4.4.5.3 Identified officers and current bylaws;

4.4.5.4 A summary of the Caucus current goals, the prior year's Caucus activities that support those goals, and how the Caucus goals align with the mission, vision, and goals of OSBA.

The end of fiscal year report will be submitted at the first regularly scheduled board of directors meeting following the end of the fiscal year.

4.4.~~5~~6 The Oregon School Board Members of Color Caucus was established by a vote of the membership in 2018.

~~4.4.57~~ ~~With the adoption of this section, t~~The Oregon Rural School Boards Members Caucus ~~is~~
~~was~~ established by a vote of the membership in 2023.

~~[4.4.8 The Oregon school board members PRIDE caucus was established by a vote of the
membership in 2024.]~~

4.5 Administration. Each committee and caucus shall prepare minutes of each of its meetings, and such minutes shall be kept on file at the Association's principal office and made available on request to any member of the board of directors. Each committee and caucus shall also report on its activities at the regular meetings of the board of directors. Each committee and caucus shall comply with the public meetings laws requirements under ORS Chapter 192.

SECTION 5 OFFICERS OF THE BOARD OF DIRECTORS

5.1 Eligibility. Effective January 1, 2026, to hold an officer position on the Board of Directors other than the immediate past president, candidates and officers must be a voting member of the OSBA Board of Directors.

5.12 Appointment. The board of directors shall elect officers by majority vote ~~at least 10 days~~ prior to the November member meeting. In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes, a second ballot shall be required between the two candidates receiving the highest number of votes. The one receiving a majority of the votes is elected.

5.23 Designation. The officers of the Association shall be a president, president-elect, past president, vice president, a secretary-treasurer, and such other officers as the board of directors may appoint.

5.34 Compensation and Term of Office. Officer terms are one calendar year. No officer, except the secretary-treasurer, shall serve two consecutive terms in the same office, unless the director ~~completed~~completes ~~at the~~ term ~~for of~~ another officer who was unable to complete ~~at their~~ term, and is then voted into the same position the following year. The secretary-treasurer may serve up to two consecutive one-year terms.

5.5 Compensation

~~Directors and members of committees~~Officers may receive reimbursement of such expenses as may be determined by resolution of the board of directors to be just and reasonable. ~~Directors~~
Officers shall not otherwise be compensated for service in their capacity as ~~directors~~officers.

5.46 Removal and Resignation. Any officer may be removed, either with or without cause, at any time by action of the board of directors. An officer may resign at any time by delivering notice to the board of directors, the president, or the secretary-treasurer. A resignation is effective when the notice is effective under ORS 65.034 unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the later effective date, the board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors. No removal or resignation shall prejudice the rights of any party under a contract of employment.

5.57 Officers. The officers of the Association are as follows:

- 5.57.1 President: The president shall preside at all member meetings of the Association and of the board of directors; shall appoint; any committees positions not otherwise designated in these bylaws or OSBA adopted policy, subject to the approval of the board of directors; shall call all regular and special meetings as provided herein; shall be an ex-officio voting member of all committees established under sections 4.1 and 4.2 of these bylaws. The president shall automatically serve as immediate past president for the following term. The president serves for a term of one calendar year.
- 5.57.2 President-elect: In the absence of the president, the president-elect shall assume the powers and duties of the president, and when a vacancy occurs in the office of president, shall serve in that capacity for the remainder of the term. The president-elect shall automatically serve as president for the following term, even if required to fill an uncompleted term as president. In addition, the president-elect shall assume duties related to the oversight of Association member elections and resolutions processes and such other administrative duties as are assigned by the president. The president-elect serves for a term of one calendar year.
- 5.57.3 Vice president: In the absence of the president-elect, the vice president shall assume the powers and duties of the president-elect. The vice president shall also serve as the chair of the LPC. The vice president serves for one calendar year.
- 5.57.4 Secretary-treasurer: The secretary-treasurer shall be responsible for keeping ~~in a suitable minute book~~ accurate minutes of all board of director meetings in electronic format in accordance with OSBA's record retention schedule; shall carry on official correspondence of the Association; shall arrange for proper banking facilities; ~~and~~ shall receive, account for, and disburse funds in a businesslike manner as provided for by the board of directors; shall see that the minutes of the previous meetings are ~~read~~ approved by the board of directors; and shall give an itemized and detailed report of the financial condition of the Association at each annual meeting and at such other times as may be required by the board of directors. Such duties of the secretary-treasurer as may be specified by the board of directors may be delegated to the executive director or a designated member of the staff. The secretary-treasurer serves for a term of one calendar year.
- 5.57.5 Immediate past president: The immediate past president shall advise and counsel ~~with~~ other officers. The immediate past president chairs the officer succession planning process. The past president serves for one calendar year.
- ~~5.57.6 Assistants: The board of directors may appoint or authorize the appointment of an assistant to the secretary treasurer. Such assistant may exercise the powers of the secretary treasurer, as the case may be, and shall perform such duties as are prescribed by the board of directors.~~

SECTION 6 NONDISCRIMINATION

The Association shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender identity, race, creed, marital status, sex, sexual orientation, religion, color, age, disability, or national origin.

SECTION 7 OSBA PROPERTY AND CASUALTY FOR EDUCATION TRUST

~~PACE Trustees.The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE") as provided in As per the PACE Restated Trust Agreement. the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.~~

~~It is the policy of OSBA with respect to PACE trustees taking office on or after January 1, 2023, that such trustees will be appointed to no more than~~may serve three consecutive three-year terms and, if eligible, may return after a one-year hiatus.~~~~

SECTION ~~7~~8 GENERAL PROVISIONS

~~7~~8.1 Amendment of Bylaws.

~~7~~8.1.1 Amendments to the bylaws may be initiated by the board of directors or submitted by a member to the board of directors.

~~7~~8.1.2 The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws.

~~7~~8.1.3 Action by Written Ballot: The Association will deliver a written ballot to every member entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a ballot may not be revoked.

~~7~~8.1.4 Approval: Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds two-thirds majority of the number of the returned ballots.

~~7~~8.1.5 Quorum: A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the Association.

~~7~~8.1.6 Whenever an amendment or new bylaw is adopted, it shall be ~~copied in the minute book~~saved in electronic format in accordance with OSBA's record retention schedule with the original bylaws in the appropriate place. If any bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in such book and place.

~~7~~8.2 **Inspection of Books and Records.** All books, records, and accounts of the Association shall be open to inspection by the directors in the manner and to the extent required by law.

- 78.3 Checks, Drafts, Etc.** All checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as shall be determined by resolution of the board of directors.
- 78.4 Deposits.** All funds of the Association not otherwise employed shall be deposited to the credit of the Association in those banks, trust companies, or other depositories as the board of directors or officers of the Association designated by the board of directors select, or be invested as authorized by the board of directors.
- 78.5 Loans or Guarantees.** The Association shall not borrow money and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors. This authority may be general or confined to specific instances. Except as explicitly permitted by ORS 65.364, the Association shall not make a loan, guarantee an obligation, or modify a pre-existing loan or guarantee to or for the benefit of a director or officer of the Association.
- 78.6 Execution of Documents.** The board of directors may, except as otherwise provided in these bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the board of directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.
- 78.7 Insurance.** The Association may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, or agent of the Association, or who, while a director, officer, employee, or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; provided, however, that the Association may not purchase or maintain such insurance to indemnify any director, officer, or agent of the Association in connection with any proceeding charging improper personal benefit to the director, officer, or agent in which the director, officer, or agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, or agent.
- 78.8 Fiscal Year.** The fiscal year of the Association shall begin on the first day of July and end on the last day of June in each year.
- 78.9 Severability.** A determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

* * * * *

The foregoing bylaws were approved by the membership of the Oregon School Boards Association on December 15, 2023. The original bylaws were duly adopted by the Board of Directors of OSBA on September 15, 2017, and approved by the membership on December 15, 2017.



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: November 20, 2024

Connection to Strategic Plan Goal Topics:

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

Summary / Background:

- A. Individual Board Member Reports or Announcements
- B. Student Board Rep Announcements
- C. Upcoming Board Meetings
 - a. Work Session: December 4, 2024
 - b. Business Meeting: December 18, 2024
- 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: November 20, 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.