

## **Agenda**

1. 6:00 pm - Opening
2. 6:05 pm - Consent Agenda: Resolutions 6405 through 6408 Vote- Public Comment Accepted
  - 2.(a) Resolution 6405: Adoption of the Index to the Minutes
  - 2.(b) Resolution 6406: Expenditure Contracts
  - 2.(c) Resolution 6407: Revenue Contracts
  - 2.(d) Resolution 6408 - Authorizing Off-Campus Travel
3. 6:20 pm - Student and Public Comment
4. 6:50 pm - Student Representative's Report
5. 6:55 pm - Board Committee and Conference Reports
6. 7:05 pm - First Reading of a Policy
  - 5.10.090-P Cafeteria Plan
7. 7:10 pm - First Reading of a Policy
  - 5.60.010-P Terms of Employment for Non-Represented Employees Policy
8. 7:15 pm - First Reading of Policy Rescissions
  - 3.20.011-P Planning Time
  - 5.20.080-P Evaluation of Teachers
9. 7:20 pm - Update: Future of Harriet Tubman Middle School
10. 7:30 pm - Update and Discussion: Possible Student Vaccination Requirement (12+ Years of Age)
11. 8:15 pm - Update: Southeast Guiding Coalition Options
12. 8:40 pm - Oregon School Board Association (OSBA) Board of Directors and Legislative Policy Committee Representatives
13. 8:45 pm - Other Business / Committee Referrals
14. 8:50 pm - Adjourn

**RESOLUTION No. 6405**

The Following Index to the Minutes are offered for Adoption

- 10/26/2021 – Regular Meeting
- 11/02/2021 – Regular Meeting
- 11/09/2021 – Special Meeting



## Index to the Minutes

*(Draft for Approval)*

### Regular Meeting

October 26, 2021

#### Attendance

Present: Chair DePass; Vice-Chair Scott; Directors Brim-Edwards, Greene, Hollands, Kohnstamm, and Lowery; Student Representative Weinberg

Absent: None

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Actions Taken

- **Consent Agenda – Resolutions 6385 through 6388**

Director Kohnstamm moved and Director Brim-Edwards seconded the motion to approve the Consent Agenda, including Resolutions 6385 through 6388 and 6383 and 6384. The motion was put to a voice vote and passed (7 yes – 0 no), with Student Representative Weinberg voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

Director Brim-Edwards moved and Director Kohnstamm seconded the motion to approve the Consent Agenda with corrected resolution numbers, Resolutions 6385 through 6388. The motion was put to a voice vote and passed (7 yes – 0 no), with Student Representative Weinberg voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

- **Resolution 6389: Resolution to approve a change to the 2021-22 Portland Public School District Calendar to make Friday, November 12, 2021, a professional development day**

Director Lowery moved and Director Kohnstamm and Greene seconded the motion to approve Resolution 6389. The motion was put to a voice vote and passed (7-0) with Student Representative Weinberg voting Yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

- **Resolution 6390: Appointment of Community Budget Review Committee Members and Student Representatives**

Director Brim-Edwards moved and Director Hollands seconded the motion to approve Resolution 6390. The motion was put to a voice vote and yes (7-0), with Student Representative Weinberg voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

**RESOLUTION No. 6385**

The Following Index to the Minutes are offered for Adoption

- 10/12/2021 – Regular meeting

**RESOLUTION No. 6386**Expenditure Contracts that Exceed \$150,000 for Delegation of Authority**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Powerling, Inc.	10/27/21 through 10/12/22 Option to renew for up to three one-year terms through 10/12/25	Personal Services PS 90817	Translation Services – technical translation of educational materials. Request for Proposals 2021-3003	Not to Exceed \$600,000	S. Bird Funding Source Varies	No
Interpreters Unlimited, Inc.	10/27/21 through 10/12/22 Option to renew for up to three one-year terms through 10/12/25	Personal Services PS 90816	Translation Services – technical translation of educational materials. Request for Proposals 2021-3003	Not to Exceed \$200,000	S. Bird Funding Source Varies	No
Translations Solutions Corporation	10/27/21 through 10/12/22 Option to renew for up to three one-year terms through 10/12/25	Personal Services PS 90819	Translation Services – technical translation of educational materials. Request for Proposals 2021-3003	Not to Exceed \$200,000	S. Bird Funding Source Varies	No
LinguaLinx Language Solutions, Inc.	10/27/21 through 10/12/22 Option to renew for up to three one-year terms through 10/12/25	Personal Services PS 90812	Translation Services – technical translation of educational materials. Request for Proposals 2021-3003	Not to Exceed \$600,000	S. Bird Funding Source Varies	No
Language Training Center, Inc. dba LTC Language Solutions	10/27/21 through 10/12/22	Personal Services PS 90826	Translation Services – technical translation of educational materials. Request for Proposals 2021-3003	Not to Exceed \$200,000	S. Bird Funding Source Varies	No

	Option to renew for up to three one-year terms through 10/12/25					
Andersen Construction Co.	10/27/21 through 6/25/24	Flexible Services Contractor Pool FSCP 90479	Flexible Services Contractor Pool – Concrete, Asphalt & Striping Request for Proposals 2021-2965	Not to Exceed \$3,000,000	C. Hertz Funding Source Varies	No
Hernanz Painting Company, Inc.	10/27/21 through 8/6/24	Flexible Services Contractor Pool FSCP 90716	Flexible Services Contractor Pool – Painting Request for Proposals 2021-2963	Not to Exceed \$3,000,000	C. Hertz Funding Source Varies	ESB
CDR Labor Law LLC	10/27/21 through 6/30/22	Legal Services LS 90853	As-needed legal services. Direct Negotiation – Legal Services PPS-46-0525(13)	\$300,000	L. Large Fund 101 Dept. 5460	No
Studio Petretti Architecture	10/27/21 through 11/30/23 Option to renew for up to four additional one-year terms through 11/30/27	Architecture ARCH 90854	Architectural services for the Creative Science Seismic Rehabilitation Project. Request for Proposals 2021-3007	Not to Exceed \$677,921	C. Hertz Fund 458 Dept. 5511 Project DS020	WBE
First Cascade Corporation	10/27/21 through 8/31/22	Construction C 90850	Security fencing and access control at Cleveland and Beaumont schools. Invitation to Bid – Construction 2021-3008	\$619,688	C. Hertz Fund 456 Dept. 5511 Project DS007	No

\*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

**NEW COOPERATIVE PURCHASING AGREEMENTS**

<b>Contractor</b>	<b>Contract Term, Renewal Options</b>	<b>Administering Contracting Agency</b>	<b>Description of Goods or Services</b>	<b>Estimated Spend During Contract Term</b>	<b>Responsible Administrator, Funding Source</b>	<b>Certified Business</b>
Northside Ford	10/27/21 through 4/30/23 Option to renew for three one-year terms through 4/30/26	State of Oregon Oregon Cooperative Procurement Program	Purchase of vehicles on an as-needed basis for Maintenance.	Not to Exceed \$2,000,000	C. Hertz Fund 101 Dept. 5592	No
K-12 Insight	10/27/21 through 8/31/22 Option to renew for one additional one-year term through 8/31/23	Region 4 Education Service Center OMNIA Partners	Purchase of "Let's Talk!", a cloud-based communications solution used for community engagement.	Not to Exceed \$415,500	J. Garcia Fund 101 Dept. 5440	No

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
University of Oregon	10/23/21 through 9/30/26	Intergovernmental Agreement IGA 90807	Purchase of license for Career Information Services (CIS) software.	\$316,093	S. Bird Fund 458 Dept. 5445 Project DC160

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments

**RESOLUTION No. 6387**

Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) to enter into and approve all contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW REVENUE CONTRACTS**

No New Revenue Contracts

**NEW INTERGOVERNMENTAL AGREEMENTS / REVENUE (“IGA/Rs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
North Clackamas School District	7/1/21 through 6/30/22	Intergovernmental Agreement / Revenue IGA/R 90857	Regional services for Deaf/Hard of Hearing students.	\$250,100	S. Bird Fund 299 Dept. 5422 Grant S0031

**AMENDMENTS TO EXISTING REVENUE CONTRACTS**

No Amendments to Existing Revenue Contracts

**RESOLUTION No. 6388**

Resolution to Approve OAR 581-022-2320 Required Instructional Time Exemption (4):  
A school district may request permission to exempt an alternative education program.

**RECITALS**

- A. OAR 581-022-2320 Required Instructional Time requires all school districts to ensure that at least 92% of all students in the district and at least 80% of all students at each school operated by the district are scheduled to receive annually the minimum hours of instructional time:
  - a. Grade 12 - 966 hours;
  - b. Grades 9-11 - 990 hours; and
  - c. Grades K-8 - 900 hours.
  
- B. Instructional Time in PPS alternative education programs in the Department of Multiple Pathways to Graduation are designed to meet the needs of alternative students. Programs will need the Board to approve exemption 4 yearly to ensure compliance with Division 22.

**RESOLUTION**

The Board of Education hereby approves OAR 581-022-2320 Required Instructional Time Exemption (4) A school district may request permission to exempt an alternative education program. The Board directs staff to request permission to exempt PPS alternative education programs under the PPS Department of Multiple Pathways to Graduation. This Resolution is approved for the 2020-21 school year. This approval will ensure PPS is in compliance with OAR 581-022-2320 Required Instructional Time, Division 22.

**RESOLUTION No. 6389**

Resolution to approve a change to the 2021-22 Portland Public School District Calendar to make Friday, November 12, 2021, a professional development day.

**RECITALS**

- A. To maximize the learning experience of PPS students, it is important that our educators have opportunities to collaborate and build deeper understanding of new curriculum adoptions (*e.g.*, math, science and literacy), strengthen their teaching skills (*i.e.g.*, culturally sustaining teaching, equitable grading), and continue to learn the latest on the health and safety measures in schools.
- B. Prioritizing a smooth implementation of COVID-19 health and safety measures across schools, PPS has delayed other professional development and learning opportunities for its educators.
- C. Board Policy 3.20.010-P Annual Calendar states “after Board approval, any modification of the [annual school] calendar will be made consistent with applicable provisions of the collective bargaining agreement and shall require final Board action.”
- D. Changing November 12 to a mandatory professional development day on the calendar may have an impact on Required Instructional Time per OAR 581-022-2320. Changing November 12 from an Instructional day, will result in the following scheduled instructional hours for the 2021-22 school year:
  - i. Grade 12: 982 hours
  - ii. Grades 9-11: 1020 hours
  - iii. Grades 6-8: 950 hours
  - iv. Grades 2-5: 924 hours
  - v. Grade 1: 919 hours
  - vi. Kindergarten: 909 hours

**RESOLUTION**

The Board of Education hereby modifies the 2021-22 School District Calendar changing November 12 from a regular school day to a professional development work day.

**RESOLUTION No. 6390**

Appointment of Community Budget Review Committee Members and Student  
Representatives

**RECITALS**

- A. The mission of the Community Budget Review Committee (CBRC) is to review, evaluate, and make recommendations to the Board of Education (Board) regarding the Superintendent's Proposed Budget and other budgetary issues identified by the CBRC or the Board. The CBRC receives its charge from the Board.
- B. On November 5, 2019, the voters of the Portland Public School (PPS) District passed a renewal Local Option Levy, Measure 26-207, which became effective in 2020, which mandated independent community oversight to ensure tax dollars are used for purposes approved by local voters, and the CBRC serves that function for PPS.
- C. The CBRC is composed of eight to twelve volunteer members. The Board appoints members to three year terms with one or two student members appointed to a one-year term.
- D. The Board recognizes that District employees and community members bring specialized knowledge and expertise to the CBRC and budgetary review process. The Board instructs all CBRC members to employ discretion, avoid conflicts of interest or appearance of impropriety, and exercise care in performing their duties.
- E. Four members of the committee are midway through their three-year term: Hoang Samuelson, Lisa Selman, Renee Watson and Elona Wilson were appointed last year to serve through June 30, 2023.
- F. Recruitment of additional members continued, and four applications, two of which are student applicants, were received to fill a minimum of four positions for community members.
- G. Applications have been reviewed, and selected applicants have been interviewed. The CBRC Interview Committee recommends the Board appoint Huyhn Pool, Hobbs Waters, Joseph Anderson and Roger Kirchner.
- H. The Student Board Representative reviewed and selected applicants to move forward in the interview process.

**RESOLUTION**

- 1. Huyhn Pool and Roger Kirchner are hereby appointed as members of the Community Budget Review Committee for a three-year term through June 30, 2024.
- 2. Hobbs Waters and Joseph Anderson are hereby appointed as student representative members of the Community Budget Review Community for a one-year term through June 30, 2022.



## Index to the Minutes

*(Draft for Approval)*

### Special Meeting

November 09, 2021

#### Attendance

Present: Chair DePass; Vice-Chair Scott; Directors Brim-Edwards, Hollands, Kohnstamm, and Lowery;  
Student Representative Weinberg

Absent: Director Greene

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## Actions Taken

- **Resolution 6404: Resolution Approving Substitute Incentives, Referral Bonuses for High Need Positions and Retention Bonuses for Paraeducators**

Director Brim-Edwards moved and Director Hollands seconded the motion to approve Resolution 6404. The motion was put to a voice vote and passed (6 yes, 0 no), with Directors Greene absent.

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Absent, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

## **RESOLUTION No. 6404**

### Resolution Approving Substitute Incentives, Referral Bonuses for High Need Positions and Retention Bonuses for Paraeducators

#### **RECITALS**

- A. Portland Public Schools is experiencing significant staff shortages in critical positions as a result of pandemic labor-market changes. Currently, Portland Public Schools has 40% fewer substitutes than before the pandemic and is experiencing significant vacancies for custodians; paraeducators; school-based counselors, social workers, psychologists, qualified mental health providers; special education classroom educators; and CRP classroom educators (“High-Needs Positions”).
- B. To address the staffing shortage, increase the number of job applicants, and attract and retain employees for the High-Needs Positions, the District has designed three hiring and retention incentives programs: (1) substitute incentives, (2) referral incentives bonus to current employees who refer successful candidates for the High-Needs Positions, (3) and retention bonus for new and current paraeducators.
- C. These programs are narrowly tailored to address PPS’s most significant staffing needs and are for the 2021-22 school year only.
- D. The substitute-incentive program is based on paying an additional day of pay if the substitute works a predetermined number of school days, as well as an additional incentive for working every school day in a pay period.
- E. The temporary referral bonus program provides an incentive payment to a current employee who successfully refers a candidate who is hired and remains employed for at least 90 days in the High Needs Positions.
- F. The retention bonus program provides an incentive payment to new and current paraeducators. The payment is paid in two equal installments; one in January 2022 and one at the end of the 2021-22 school year.
- G. All three programs are part of a targeted recruiting and retention strategy and are not long-term wage or budget commitments.

#### **RESOLUTION**

The Portland Public Schools Board of Education authorizes the implementation of and payments under the incentive, referral and retention programs described herein, effective November 9, 2021, as applied to positions determined to be in a staffing shortage.



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*(Draft for Approval)*

### Regular Meeting

November 02, 2021

#### Attendance

Present: Chair DePass; Vice-Chair Scott; Directors Brim-Edwards, Greene, Hollands, Kohnstamm, and Lowery; Student Representative Weinberg

Absent: None

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## Actions Taken

- **Resolution 6391: Resolution Proclaiming the Celebration of National Native American Indian Heritage Month in Portland Public Schools**

Director Brim-Edwards moved and Director Hollands seconded the motion to approve Resolution 6391. The motion was put to a voice vote and passed (7 yes, 0 no) with Student Representative Weinberg voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

- **Resolution 6392: Resolution to Recognize November 1-11, 2021 as National School Psychology Week**

Director Lowery moved and Director Brim-Edwards and Lowery seconded the motion to approve Resolution 6392. The motion was put to a voice vote and passed (7 yes, 0 no) with Student Representative Weinberg voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

- **Consent Agenda – Resolutions 6393 through 6399**

Director Brim-Edwards moved and Director Kohnstamm seconded the motion to approve the Consent Agenda, including Resolutions 6393 – 6399. The motion was put to a voice vote and passed (7 yes, 0 no) with Student Representative Weinberg voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

- **Resolution 6400: Resolution to Approve the Appointment of Metro Policy Advisory Committee Member**

Director Greene moved and Director Hollands seconded the motion to approve Resolution 6400. The motion was put to a voice vote and passed (6-0-1) with Student Representative Weinberg voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Abstain; Student Representative Weinberg: Yes (Unofficial)

- **Resolution 6401: Resolution to Adopt Revised Policies and Administrative Directives Policy 1.70.020-P**

Director Lowery moved and Director Scott seconded the motion to approve Resolution 6401. The motion was put to a voice vote and passed (7 yes, 0 no) with Student Representative Weinberg voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

- **Resolution 6402: Resolution to Adopt Revised Liability of Employees of the District policy 5.50.020-P**

Director Greene moved and Director Brim-Edwards seconded the motion to approve Resolution 6402. The motion was put to a voice vote and passed (7 yes, 0 no) with Student Representative Weinberg voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

- **Resolution 6403: Resolution to Adopt Revised Vacations & District Holidays 5.60.031-P**

Director Greene moved and Director Brim-Edwards seconded the motion to move the policy back to the Policy Committee for revision. The motion was put to a voice vote and failed (3 yes, 4 no)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: No, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: No, Director Eilidh Lowery: No, Director Andrew Scott: No; Student Representative Weinberg: Yes (Unofficial)

Director Lowery moved and Director Kohnstamm seconded the motion to approve the proposed amendment removing the requirement of Board approval of the vacation schedule. The motion was put to a voice vote and passed (4 yes [Kohnstamm, Lowery, Scott, DePass], 1 no [Brim-Edwards], 2 abstain [Hollands, Greene]), with Student Representative Weinberg voting No (unofficial).

Director Julia Brim-Edwards: No, Director Michelle DePass: Yes, Director Greene: Abstain, Director Hollands: Abstain, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: No (Unofficial)

## RESOLUTION No. 6391

### Resolution Proclaiming the Celebration of National Native American Indian Heritage Month in Portland Public Schools

#### RECITALS

- A. Native American Indians are descendants of the original, indigenous inhabitants of what is now the United States;
- B. The Portland Metro region rests on the traditional lands of the Bands of the Chinook, Multnomah, Clackamas, Tualatin, Molalla, Kalapuya, Wasco, Cowlitz and Kathlamet tribes. These tribes established their communities in a resource rich area where they traded and fished along the rivers and harvested those natural resources that fed and maintained their families. In the 1950's, under Federal Relocation Policy a large segment of the Native population in the US was forced to relocate to several major cities of which Portland was one. This has added to the diversity of tribal representation in the region; Portland boasts one of the largest, and most diverse urban Native American populations in the US;
- C. The history of Native American Indians; is rich with those who positively influence and enrich our nation, our society, our region, our state, and our schools through their entrepreneurship, commitment to community service, deep value of justice and liberty, and social and cultural life;
- D. On August 3, 1990, President of the United States George H. W. Bush declared the month of November as National American Indian Heritage Month, thereafter commonly referred to as Native American Heritage Month;
- E. Native American Indians have made profound contributions and continue to make advances in education, medicine, art, culture, and public service and been a consistent and vital influence in our nation's growth and prosperity;
- F. The Portland Metro's Native American Indian Community is diverse and growing with the population estimated to be nearly 70,000. As Portland is a relocation site, PPS students represent more than 150 tribal nations. As such, we are humbled by Native American Indian employee, families and community's contribution to the accomplishment of PPS's mission;
- G. Understanding Native American Indian history is an important part of celebrating Native American Heritage Month;
- H. The Oregon Indian Education Association introduced and Oregon Governor Brown signed into law Senate Bill 13, Tribal History/Shared History in the 2017 legislative session. This Bill called upon the Oregon Department of Education (ODE) to develop a statewide curriculum relating to the Native American experience in Oregon, including tribal history, tribal sovereignty, culture, treaty rights, government, socioeconomic experiences, and current events.

Tribal History/Shared History is one of 11 objectives identified in ODE's American Indian/Alaska Native State Plan, in which "Every school district in Oregon implements historically accurate, culturally embedded, place-based, contemporary, and developmentally-appropriate American Indian curriculum..." Oregon is one of several states adopting similar efforts to reaffirm the state's commitment in preserving tribal cultural integrity and the education of our citizens.

In May 2018, ODE facilitated coordination of the creation of Essential Understandings of Oregon's American Indians, which has been used to develop American Indian curriculum and assessment tools for 4th, 8th, and 10th grades aligning with state standards in the following content areas: English Language Arts, Science, Math, Social Science, and Physical Education/Health. Portland Public Schools Office of Indian Education, Office of Teaching and Learning and Office of Schools are engaged in this vital statewide work.

As of January 2020 the State of Oregon requires implementation of Tribal History/Shared History within all K-12 school districts throughout the state. The Office of Schools and Office of Teaching

and Learning are working together to support the implementation of this curriculum, as a foundational and fundamental element of our culturally responsive teaching and learning for the students in Portland Public Schools.

- I. Portland Public Schools has a Racial Education Equity Policy that states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable achievement gap for Black and Native students and to give each student the opportunity and support to meet his or her highest potential;
- J. Closing opportunity gaps while raising achievement for all students is the top priority of the Board of Education, the Superintendent and all district staff;
- K. The Portland Public Schools Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community. Tonight we are celebrating Native American students.

#### **RESOLVED**

1. The Portland Public Schools Board of Education hereby promotes November 1 through November 30th as Native American Indian Heritage Month and encourages staff, students, and community to observe, recognize, and celebrate the culture, heritage, and economic contributions of Native Americans to our Oregon and the United States through culturally relevant activity, and to learn from the past and understand the experiences that have shaped the United States.
2. The Superintendent or his designee shall work with all schools in the district to recognize Native American Indian Heritage Month through culturally relevant lessons and activities.

## **RESOLUTION No. 6392**

### Resolution to Recognize November 1-11, 2021 as National School Psychology Week

#### **RECITALS**

- A. "School psychologists work to ensure the protection of the educational rights, opportunities, and well being of all children, especially those whose voices have been muted, identities obscured, or needs ignored," National Association of School Psychologists (NASP) Board of Directors, April 2017.
- B. School psychologists in Portland Public Schools are especially skilled in the provision of school-based mental and behavioral health, Multi-Tiered Systems of Support that meet the academic and social emotional needs of all students, and services for students with disabilities that ensure equitable educational access and are consistent with special education law.
- C. School districts and local educational agencies should continue to work with school psychologists to implement National Association of School Psychologists' organizational principles that facilitate school psychologists' engagement in all tiers of Multi-Tiered Systems of Support in partnership with school teams, teachers, students, families, and community partners to ensure that student supports, programs, learning strategies and educational decisions prepare students to realize the Graduate Portrait and lead a more socially just world.

#### **RESOLUTION**

The Board of Education of Portland Public Schools extends greetings and best wishes to all observing November 1-11, 2021 as National School Psychology Week.

**RESOLUTION No. 6393**

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Always Be Learning, Inc.	11/3/21 through 11/2/22	Digital Resource DR 90879	License of ABL Analytics Dashboard, Scheduler software, and professional development.  Approved Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$270,000	S. Bird Funding Source Varies	No

\*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

**NEW COOPERATIVE PURCHASING AGREEMENTS**

**NO NEW COOPERATIVE PURCHASING AGREEMENTS**

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Multnomah Education Service District (MESD)	10/26/21 through 6/30/22	Intergovernmental Agreement IGA 90891	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students.	\$489,696	S. Bird Funding Source Varies

**AMENDMENTS TO EXISTING CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Mt. Scott Park Center for Learning	11/3/21 through 6/30/22  Option to renew for four additional one-year periods through 6/30/26	Personal Services PS 90294  Amendment 1	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students.  Request for Proposals 2020-2894	Amend Amount \$632,528  New Max Amount \$9,614,928	S. Bird Funding Source Varies	No

Native American Youth and Family Center (NAYA)	11/3/21 through 6/30/22 Option to renew for four additional one-year periods through 6/30/26	Personal Services PS 90295 Amendment 1	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students. Request for Proposals 2020-2894	Amend Amount \$204,301  New Max Amount \$3,582,701	S. Bird Funding Source Varies	N/A - nonprofit
Portland Community College	11/3/21 through 6/30/22 Option to renew for four additional one-year periods through 6/30/26	Intergovernmental Agreement IGA 90257 Amendment 1	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students. Request for Proposals 2020-2894	Amend Amount \$840,166  New Max Amount \$17,962,866	S. Bird Funding Source Varies	N/A - govt
Rosemary Anderson High School	11/3/21 through 6/30/22 Option to renew for four additional one-year periods through 6/30/26	Personal Services PS 90323 Amendment 1	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students. Request for Proposals 2020-2894	Amend Amount \$1,397,042  New Max Amount \$21,102,182	S. Bird Funding Source Varies	N/A - nonprofit

**RESOLUTION No. 6394**

Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) to enter into and approve all contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW REVENUE CONTRACTS**

No New Revenue Contracts

**NEW INTERGOVERNMENTAL AGREEMENTS / REVENUE (“IGA/Rs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
State of Oregon	7/1/21 through 6/30/22	Intergovernmental Agreement / Revenue IGA/R 90871	Preschool Promise grant to fund preschool programs for low income and underserved populations for 21/22 school year.	\$1,730,400	S. Bird Fund 205 Dept. 5453 Grant G2068

**AMENDMENTS TO EXISTING REVENUE CONTRACTS**

No Amendments to Existing Revenue Contracts

**RESOLUTION No. 6395**

Approving Board Member National Meeting Attendance

**RECITALS**

- A. Board Policy 1.40.070 requires Board approval for individual Board members to attend state or national meetings as representatives of the Board.
- B. The National Alliance of Black School Educators is holding it's 49th Annual Conference in Los Angeles, California on November 10-14, 2021.
- C. Chair DePass has approved Director Gary Hollands to attend this conference.

**RESOLUTION**

The Board approves Director Gary Hollands attending the National Alliance of Black School Educators Conference in Los Angeles, California.

**RESOLUTION No. 6396**

Settlement Agreement

**RESOLUTION**

The authority to pay \$49,000.00 is granted to the Superintendent to enter into an agreement to resolve claims brought on behalf of a student in a form approved by the General Counsel's Office.

**RESOLUTION No. 6397**

Settlement Agreement

**RESOLUTION**

The authority to pay \$150,000 is granted to the Superintendent to enter into an agreement to resolve claims brought on behalf of a student in a form approved by the General Counsel's Office.

## **RESOLUTION No. 6398**

### Approval of Head Start Policy Council Recommendation

#### **RECITALS**

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Policy Council recommends the approval of the 2020-2021 PPS Head Start Self-Assessment Report and included recommendations. The annual Self-Assessment is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families.

#### **RESOLUTION**

The Board of Directors for Portland Public Schools, School District No. 1J, Multnomah County, Oregon, approves the Head Start Policy Council recommendations as stated above.

**RESOLUTION No.6399**

Approval of Head Start Policy Council Recommendation

**RECITALS**

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Policy Council recommends the approval of a new Staff Health and Wellness policy. According to Head Start Program Performance Standard 1302.93(b), A program must make mental health and wellness information available to staff regarding health issues that may affect their job performance, and must provide regularly scheduled opportunities to learn about mental health, wellness, and health education.

**RESOLUTION**

The Board of Directors for Portland Public Schools, School District No. 1J, Multnomah County, Oregon, approves the Head Start Policy Council recommendations as stated above.

**RESOLUTION No. 6400**

Resolution to Approve the Appointment of Metro Policy Advisory Committee Member

**RECITALS**

- A. The Metro Policy Advisory Committee (MPAC) advises the Metro Council on a range of topics, including regional transportation and land use planning, management of the urban growth boundary (UGB), and other planning matters of regional concern. MPAC's membership consists of 30 voting and non-voting members, including representation by cities, counties, school districts, special districts, and the public.
- B. According to the committee bylaws, the member position representing school districts is to be appointed jointly by the governing bodies of the school districts represented, which include both Portland Public Schools and the Centennial School District.
- C. There was a nomination period for the position, and Centennial School District Board member Erica Fuller was nominated by the Centennial School District Board of Directors to serve as an alternate on the committee.
- D. The Metro Council Office requires represented school boards to vote on the nominees.

**RESOLVED**

The Portland Public Schools Board of Education endorses the appointment of Centennial School District Board member Erica Fuller to the Metro Policy Advisory Committee to represent regional school boards.

**RESOLUTION No. 6401**

**Resolution to Adopt Revised Policies and Administrative Directives Policy 1.70.020-P**

**RECITALS**

- A. On September 29, 2021, the Board Policy Committee reviewed and considered the proposed revisions of the Policies and Administrative Directives policy 1.70.020-P.
- B. On October 12, 2021, the Board presented the first reading of the revised Policies and Administrative Directives policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was no public comment received during the comment period.

**RESOLUTION**

The Board hereby adopts the revised Policies and Administrative Directives policy 1.70.020-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

**RESOLUTION No. 6402**

Resolution to Adopt Revised Liability of Employees of the District policy 5.50.020-P

**RECITALS**

- A. On September 29, 2021, the Board Policy Committee reviewed and considered the proposed revisions of the Liability of Employees of the District policy 5.50.020-P.
- B. On October 12, 2021, the Board presented the first reading of the revised Liability of Employees of the District policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was no public comment received during the comment period.

**RESOLUTION**

The Board hereby adopts the revised Liability of Employees of the District policy 5.50.020-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

**RESOLUTION No. 6403**

**WITHDRAWN**

**RESOLUTION No. 6406**

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Oh Planning & Design, Architecture	11/17/21 through 12/31/22 Option to renew for up to four additional one-year terms through 12/31/26	Architecture ARCH 90907	Glencoe re-roof design. Request for Proposals 2021-3004	\$650,949	C. Hertz Fund 458 Dept. 5511 Project DS017	WBE
Applied Technical Systems, Inc.	11/17/21 through 11/16/22 Option to renew for up to four additional one-year terms through 11/16/26	Indefinite Deliverable/Indefinite Quantity ID/IQ 90920	Job order contract for classroom backbone infrastructure modernization (CBIM), which will provide additional bandwidth and connectivity throughout classrooms and common areas in schools district-wide. Request for Proposals 2021-3014	Not to Exceed \$16,000,000	C. Hertz Funding Source Varies	No
M2 Integration, LLC	11/17/21 through 11/16/22 Option to renew for up to four additional one-year terms through 11/16/26	Indefinite Deliverable/Indefinite Quantity ID/IQ 90911	Job order contract for classroom backbone infrastructure modernization (CBIM), which will provide additional bandwidth and connectivity throughout classrooms and common areas in schools district-wide. Request for Proposals 2021-3014	Not to Exceed \$16,000,000	C. Hertz Funding Source Varies	No
Hyperion Communications, LLC	11/17/21 through 11/16/22 Option to renew for up to four additional one-year terms through 11/16/26	Indefinite Deliverable/Indefinite Quantity ID/IQ 90927	Job order contract for classroom backbone infrastructure modernization (CBIM), which will provide additional bandwidth and connectivity throughout classrooms and common areas in schools district-wide. Request for Proposals 2021-3014	Not to Exceed \$16,000,000	C. Hertz Funding Source Varies	No
Sazan Environmental Services	11/17/21 through 6/30/22	Personal Services PS 90943	Develop and implement Facilities Maintenance Plan for the District. Request for Proposals 2021-3010	\$254,605	C. Hertz Fund 101 Dept. 5592	No
Xcalibur, Inc.	11/17/21 through 6/30/24 Option to renew for one additional one-year term through 6/30/25	Personal Services PS 90811	Conduct a research and evaluation study to assess GEAR UP program outcomes and impacts using a community-based evaluation methodology. Request for Proposals 2021-2967	\$327,000	S. Bird Fund 205 Dept. 5438 Grant G1827	No

NEW CONTRACTS CONTINUED						
Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Studio Petretti Architecture	11/17/21 through 12/31/22 Option to renew for up to four additional one-year terms through 12/31/26	Architecture ARCH 90892	West Sylvan Partial Re-Roof Design Request for Proposals 2021-3004	\$406,073	C. Hertz Fund 458 Dept. 5511 Project DS017	WBE
Studio Petretti Architecture	11/17/21 through 12/31/22 Option to renew for up to four additional one-year terms through 12/31/26	Architecture ARCH 90893	Ainsworth Partial Re-Roof Design Request for Proposals 2021-3004	\$202,039	C. Hertz Fund 458 Dept. 5511 Project DS017	WBE

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### NEW COOPERATIVE PURCHASING AGREEMENTS

NO NEW COOPERATIVE AGREEMENTS

### NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Reynolds School District	7/1/21 through 6/30/22	Intergovernmental Agreement IGA 90905	Regional services to eligible individuals with Autism Spectrum Disorder.	\$238,700	S. Bird Fund 205 Dept. 5433 Grant G2070

### AMENDMENTS TO EXISTING CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Portland Youth Builders	11/17/21 through 6/30/22 Option to renew for four additional one-year periods through 6/30/26	Personal Services PS 90297 Amendment 1	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students. Request for Proposals 2020-2894	Amend Amount \$37,840  New Max Amount \$430,820	S. Bird Funding Source Varies	No
Fora Health, Inc.	11/17/21 through 6/30/22 Option to renew for four additional one-year periods through 6/30/26	Personal Services PS 90293 Amendment 1	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students. Request for Proposals 2020-2894	Amend Amount \$35,567  New Max Amount \$203,987	S. Bird Funding Source Varies	No
Youth Progress Association	11/17/21 through 6/30/22 Option to renew for four additional one-year periods through 6/30/26	Intergovernmental Agreement IGA 90292 Amendment 1	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students. Request for Proposals 2020-2894	Amend Amount \$28,529  New Max Amount \$196,949	S. Bird Funding Source Varies	Non-profit

**AMENDMENTS TO EXISTING CONTRACTS CONTINUED**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Education Elements	11/17/21 through 7/1/22	Personal Services PS 89648 Amendment 1	Middle School Redesign Phase 2 Support. Request for Proposals 2020-2764	Amend Amount \$196,100 New Max Amount \$296,100	S. Bird Fund 101 Dept. 5445	No

**RESOLUTION No. 6406**Expenditure Contracts that Exceed \$150,000 for Delegation of Authority**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Oh Planning & Design, Architecture	11/17/21 through 12/31/22  Option to renew for up to four additional one-year terms through 12/31/26	Architecture ARCH 90907	Glencoe re-roof design. Request for Proposals 2021-3004	\$650,949	C. Hertz Fund 458 Dept. 5511 Project DS017	WBE
Applied Technical Systems, Inc.	11/17/21 through 11/16/22  Option to renew for up to four additional one-year terms through 11/16/26	Indefinite Deliverable/Indefinite Quantity ID/IQ 90920	Job order contract for classroom backbone infrastructure modernization (CBIM), which will provide additional bandwidth and connectivity throughout classrooms and common areas in schools district-wide. Request for Proposals 2021-3014	Not to Exceed \$16,000,000	C. Hertz Funding Source Varies	No
M2 Integration, LLC	11/17/21 through 11/16/22  Option to renew for up to four additional one-year terms through 11/16/26	Indefinite Deliverable/Indefinite Quantity ID/IQ 90911	Job order contract for classroom backbone infrastructure modernization (CBIM), which will provide additional bandwidth and connectivity throughout classrooms and common areas in schools district-wide. Request for Proposals 2021-3014	Not to Exceed \$16,000,000	C. Hertz Funding Source Varies	No
Hyperion Communications, LLC	11/17/21 through 11/16/22  Option to renew for up to four additional one-year terms through 11/16/26	Indefinite Deliverable/Indefinite Quantity ID/IQ 90927	Job order contract for classroom backbone infrastructure modernization (CBIM), which will provide additional bandwidth and connectivity throughout classrooms and common areas in schools district-wide. Request for Proposals 2021-3014	Not to Exceed \$16,000,000	C. Hertz Funding Source Varies	No

Empower Digital Solutions, Inc.	11/17/21 through 11/16/22 Option to renew for up to four additional one-year terms through 11/16/26	Indefinite Deliverable/Indefinite Quantity ID/IQ 90915	Job order contract for classroom backbone infrastructure modernization (CBIM), which will provide additional bandwidth and connectivity throughout classrooms and common areas in schools district-wide. Request for Proposals 2021-3014	Not to Exceed \$16,000,000	C. Hertz Funding Source Varies	ESB
Sazan Environmental Services	11/17/21 through 6/30/22	Personal Services PS 90943	Develop and implement Facilities Maintenance Plan for the District. Request for Proposals 2021-3010	\$254,605	C. Hertz Fund 101 Dept. 5592	No
Xcalibur, Inc.	11/17/21 through 6/30/24 Option to renew for one additional one-year term through 6/30/25	Personal Services PS 90811	Conduct a research and evaluation study to assess GEAR UP program outcomes and impacts using a community-based evaluation methodology. Request for Proposals 2021-2967	\$327,000	S. Bird Fund 205 Dept. 5438 Grant G1827	No
Skyward Construction, LLC	11/17/21 through 7/29/22	Construction C 90886	BESC Security Fencing & Gate Upgrades Invitation to Bid – Construction 2021-3009	\$239,567	C. Hertz Fund 404 Dept. 5597 Project X0207	No
Studio Petretti Architecture	11/17/21 through 12/31/22 Option to renew for up to four additional one-year terms through 12/31/26	Architecture ARCH 90892	West Sylvan Partial Re-Roof Design Request for Proposals 2021-3004	\$406,073	C. Hertz Fund 458 Dept. 5511 Project DS017	WBE
Studio Petretti Architecture	11/17/21 through 12/31/22 Option to renew for up to four additional one-year terms through 12/31/26	Architecture ARCH 90893	Ainsworth Partial Re-Roof Design Request for Proposals 2021-3004	\$202,039	C. Hertz Fund 458 Dept. 5511 Project DS017	WBE

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## NEW COOPERATIVE PURCHASING AGREEMENTS

NO NEW COOPERATIVE AGREEMENTS

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Reynolds School District	7/1/21 through 6/30/22	Intergovernmental Agreement IGA 90905	Regional services to eligible individuals with Autism Spectrum Disorder.	\$238,700	S. Bird Fund 205 Dept. 5433 Grant G2070

**AMENDMENTS TO EXISTING CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Portland Youth Builders	11/17/21 through 6/30/22  Option to renew for four additional one-year periods through 6/30/26	Personal Services PS 90297 Amendment 1	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students.  Request for Proposals 2020-2894	Amend Amount \$37,840  New Max Amount \$430,820	S. Bird Funding Source Varies	No
Fora Health, Inc.	11/17/21 through 6/30/22  Option to renew for four additional one-year periods through 6/30/26	Personal Services PS 90293 Amendment 1	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students.  Request for Proposals 2020-2894	Amend Amount \$35,567  New Max Amount \$203,987	S. Bird Funding Source Varies	No
Youth Progress Association	11/17/21 through 6/30/22  Option to renew for four additional one-year periods through 6/30/26	Intergovernmental Agreement IGA 90292 Amendment 1	SIA, Equity, and ESSER allocations for contracted alternative school serving PPS students.  Request for Proposals 2020-2894	Amend Amount \$28,529  New Max Amount \$196,949	S. Bird Funding Source Varies	Non-profit
Education Elements	11/17/21 through 7/1/22	Personal Services PS 89648 Amendment 1	Middle School Redesign Phase 2 Support.  Request for Proposals 2020-2764	Amend Amount \$196,100  New Max Amount \$296,100	S. Bird Fund 101 Dept. 5445	No

**RESOLUTION No. 6407**

Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) to enter into and approve all contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW REVENUE CONTRACTS**

No New Revenue Contracts

**NEW INTERGOVERNMENTAL AGREEMENTS / REVENUE (“IGA/Rs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Portland Public Schools	8/24/21 through 6/30/22	Intergovernmental Agreement / Revenue IGA/R 90924	Columbia Regional Program will provide school age classroom services for Deaf/Hard of Hearing regionally eligible students.	\$582,2870	S. Bird Fund 299 Dept. 5422 Grant S0031

**AMENDMENTS TO EXISTING REVENUE CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Amendment Amount, Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
State of Oregon	7/1/14 – 6/30/23	Intergovernmental Agreement / Revenue IGA/R 64777 Amendment 5	Funding for Columbia Regional Program to provide services to regionally eligible students for two additional years.	\$17,782,298 \$61,232,818	S. Bird Funding Source Varies

**RESOLUTION No. 6408**

Authorization for Off-Campus Activities

**RECITAL**

Portland Public Schools (“District”) Policy 6.50.010-P (“Off-Campus Activities”) requires the Board of Education (“Board”) consent to student out-of-state travel.

**RESOLUTION**

The Board has reviewed the request for out-of-state travel. All required documents have been submitted to the Risk Management Department. The Superintendent recommends that the Board consent to the student out-of-state travel for the below request:

**AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES**

<b>Date(s)</b>	<b>School, Course, and Number of Students</b>	<b>Purpose of Travel</b>	<b>Travel Destination</b>	<b>Estimated Cost per student</b>
11/19-11/21/21	Cleveland HS band; 20 students	Honor Band event	Seattle, WA	\$386
11/19-11/21/21	Franklin HS band; 11 students	Honor Band event	Seattle, WA	\$406
11/19-11/21/21	Grant HS band; 10 students	Honor Band event	Seattle, WA	\$526.39
12/16-12/22/21	Grant HS men’s basketball; 12 students	Bishop Gorman Tournament	Las Vegas, NV	\$800
3/18-3/24/22	Lincoln HS baseball team; 18 students	Baseball tournament	Phoenix, AZ	\$1,750



# Student Vaccine Mandate Survey Results

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November 16, 2021



# Method

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- DSC worked in their schools to distribute
- DSC contacted affinity clubs to ask them to take the survey
- Survey was sent to all high school and middle school administrations

# Survey Questions

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# PPS Student Vaccination

This form is designed to collect information on whether Portland Public Schools students support a vaccine mandate for all eligible students 12&up.

This form is completely anonymous, please feel free to answer all or only one question, it is up to you. If you do not feel comfortable answering any one of these questions do not answer them.

Information submitted here may be presented to the PPS School Board and used to aid their decision making around a vaccine mandate.

Thank you for participating!



**jweinberg@pps.net** (not shared) [Switch account](#)



Do you attend middle or high school in PPS?

- middle school
- high school
- neither

What feeder school do you belong to? (What High School are you attending, or will you attend)

Choose



What identities do you identify as?

- Black or African American
- Asian
- White
- Native American
- Latino
- Native Hawaiian or Pacific Islander
- Mixed Race
- Other: \_\_\_\_\_

Are you fully vaccinated? (optional)

- Yes
- No
- Partially
- Prefer Not to Say

Do you support a vaccine mandate for all eligible students 12&up?

1      2      3      4      5

Fully do not support

Fully support

What should the district consider when discussing a vaccine mandate? Any other comments?

Your answer

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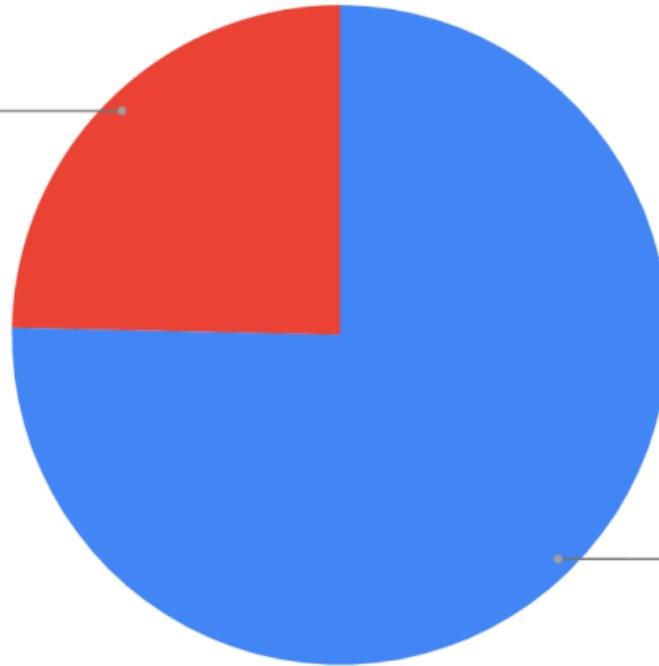
# Who Responded?



# By Grade Level:

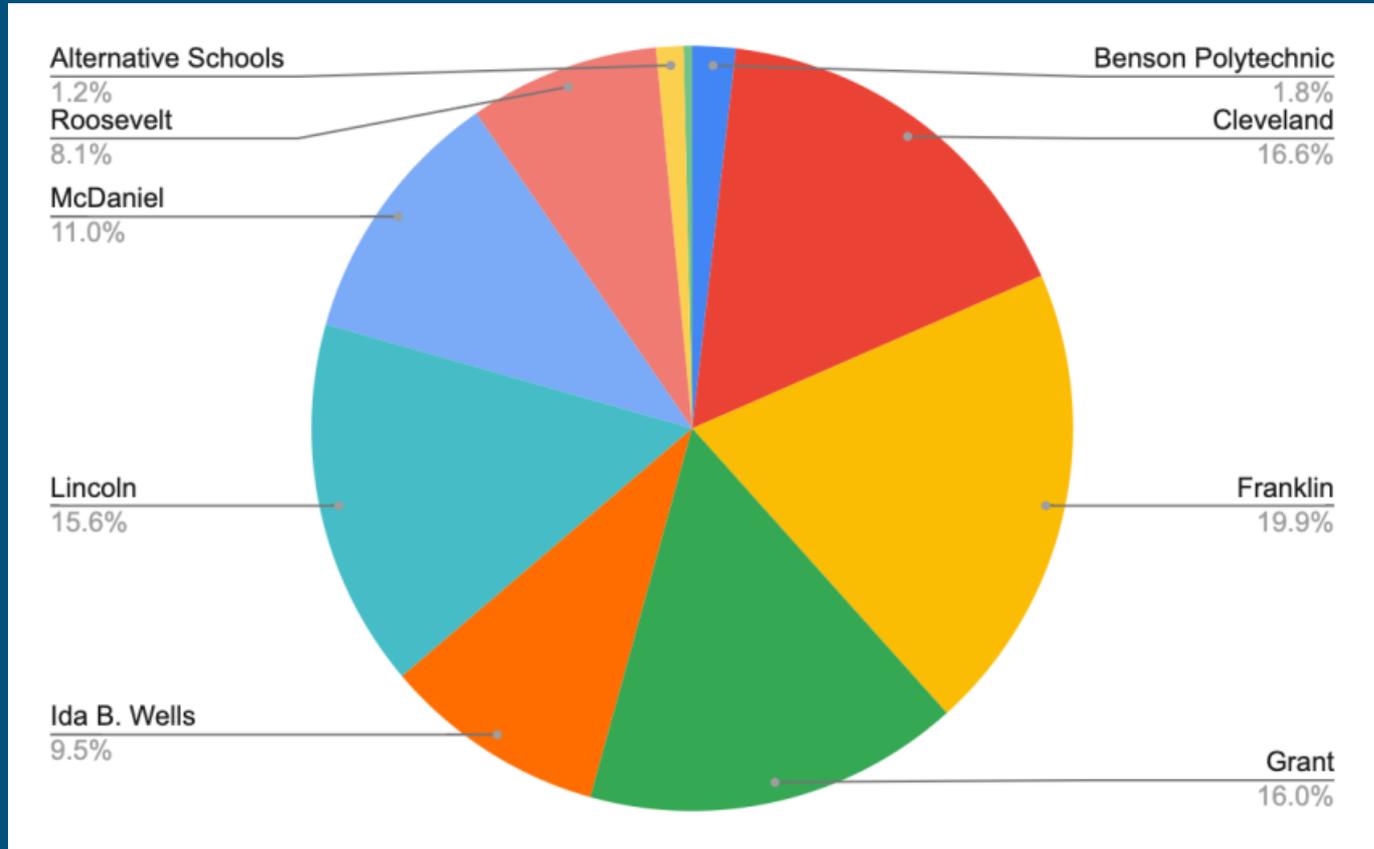
Count of Do you attend middle or high school in PPS?

middle school  
24.6%



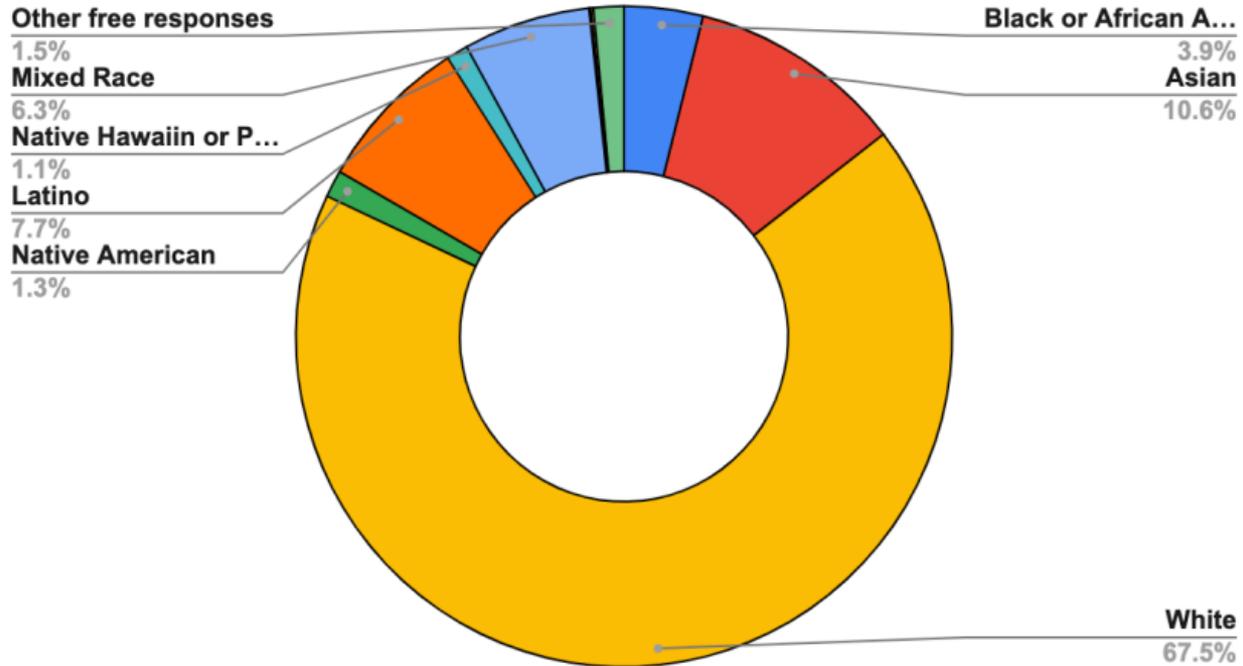
high school  
75.4%

# By Cluster:



# By Race

What identities do you identify as?



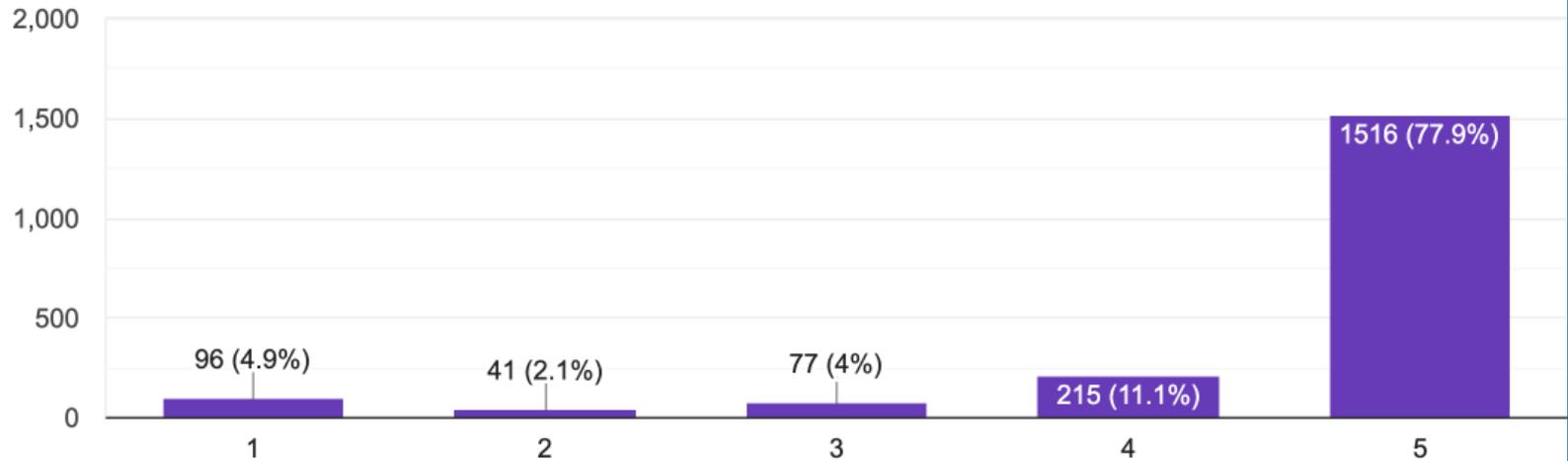
# What were the results?



# Overall:

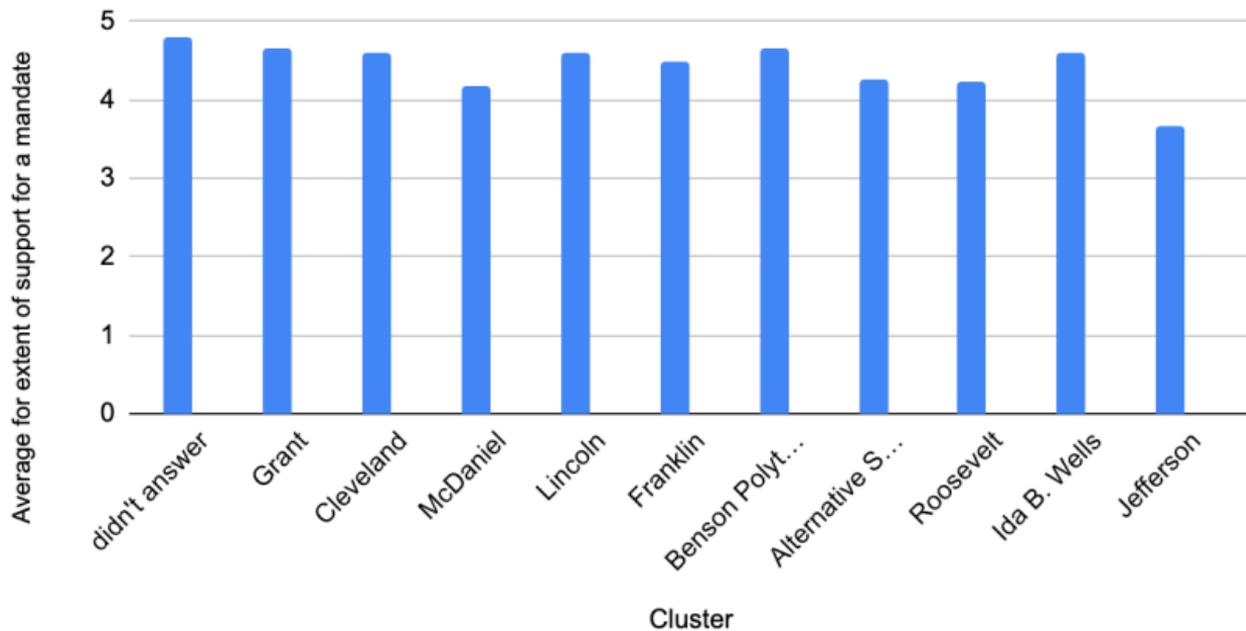
Do you support a vaccine mandate for all eligible students 12&up?

1,945 responses



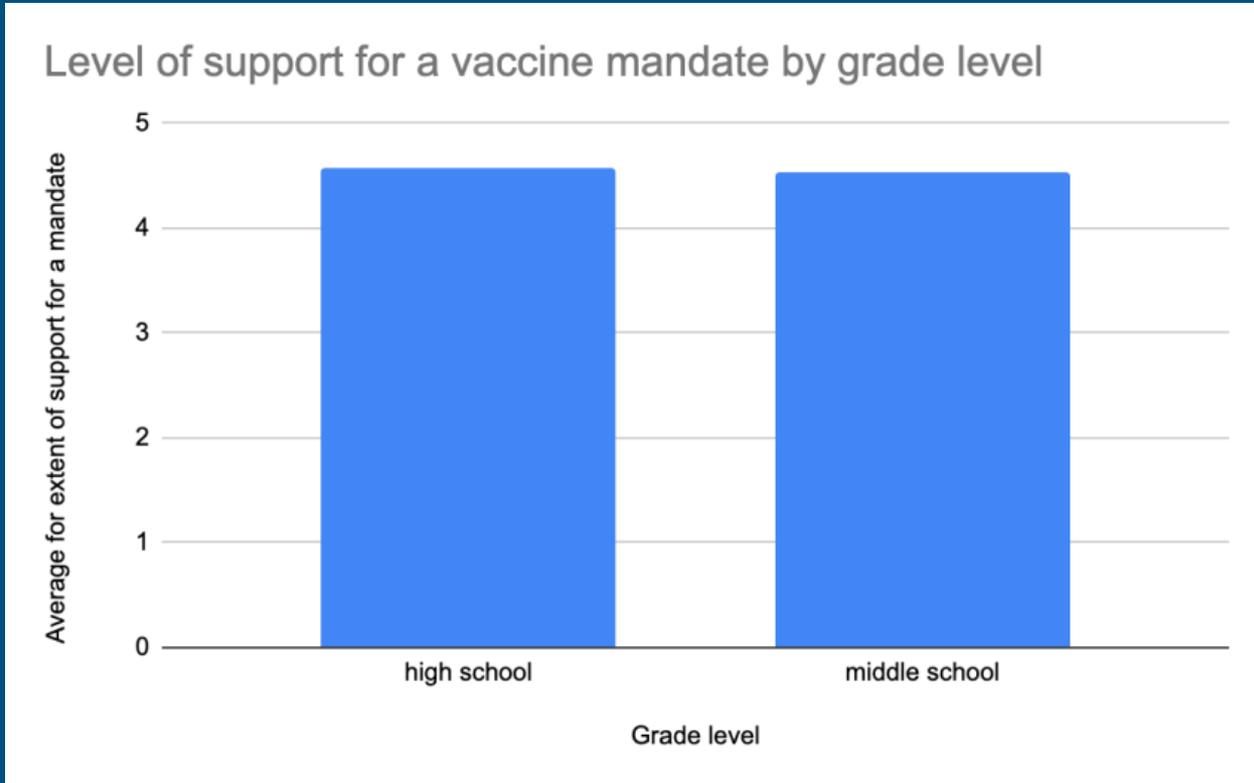
# By Cluster:

Cluster vs. average response for "Do you support a vaccine mandate for all eligible students 12&up?"



# By Grade Level:

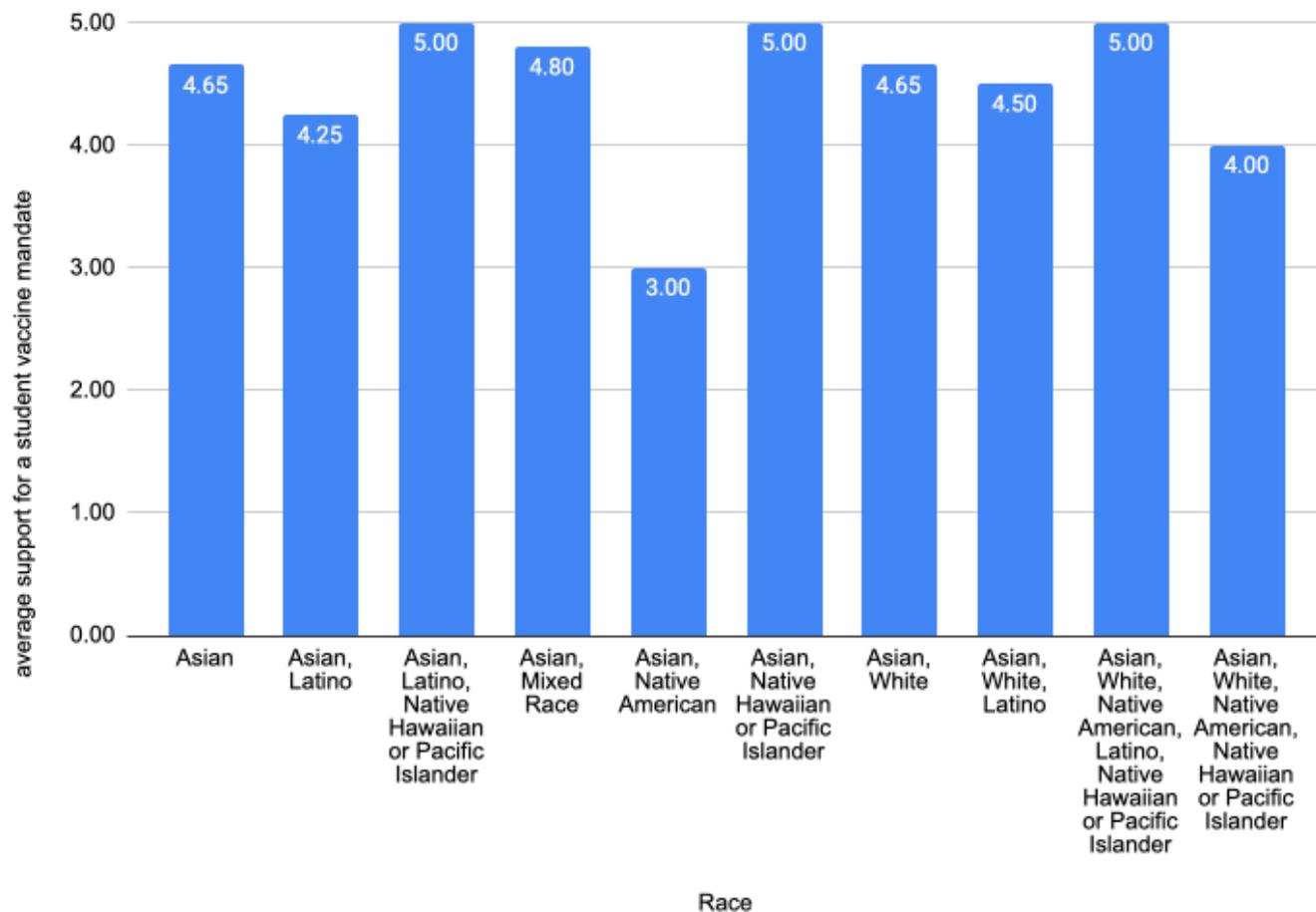
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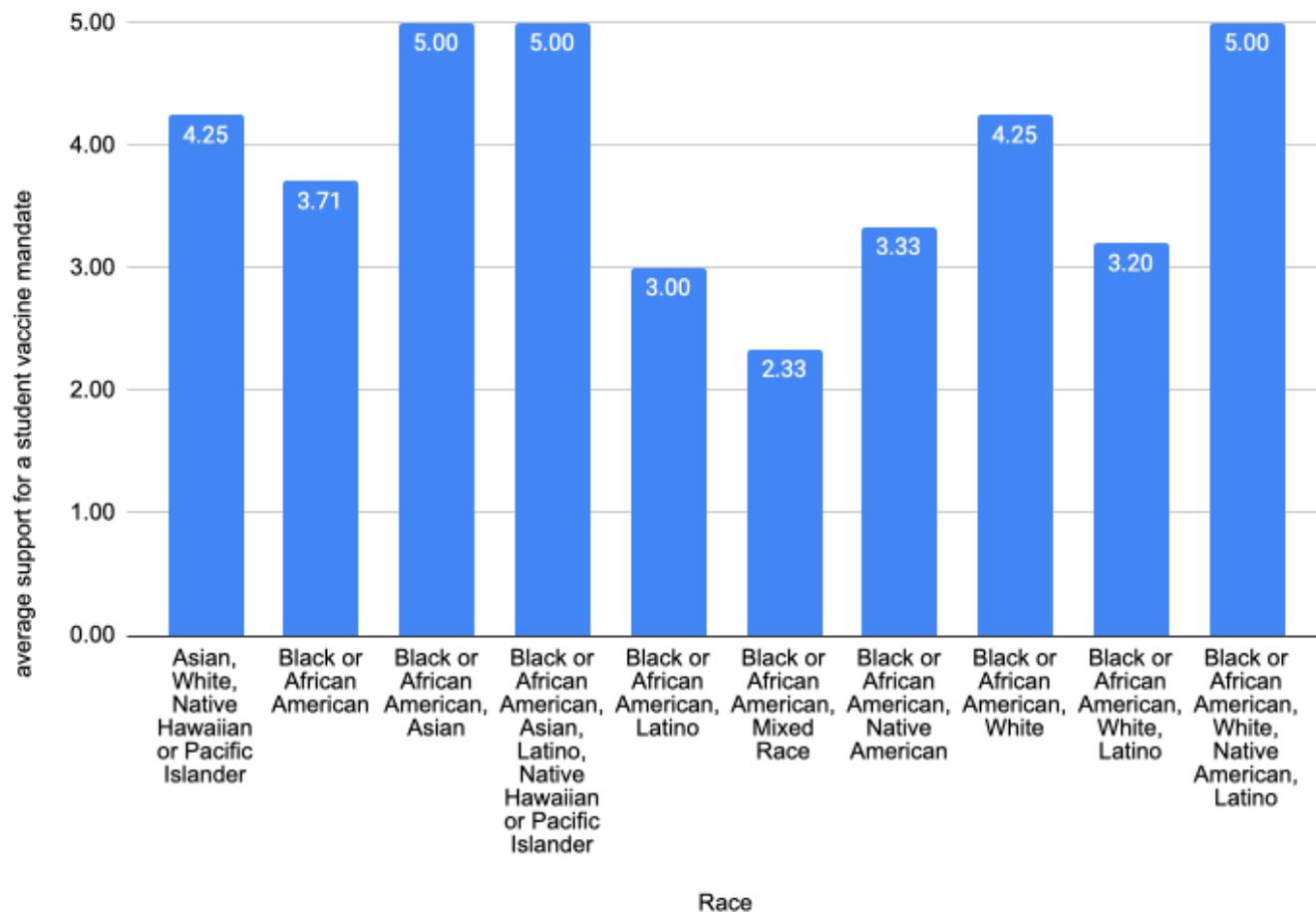
By Race:



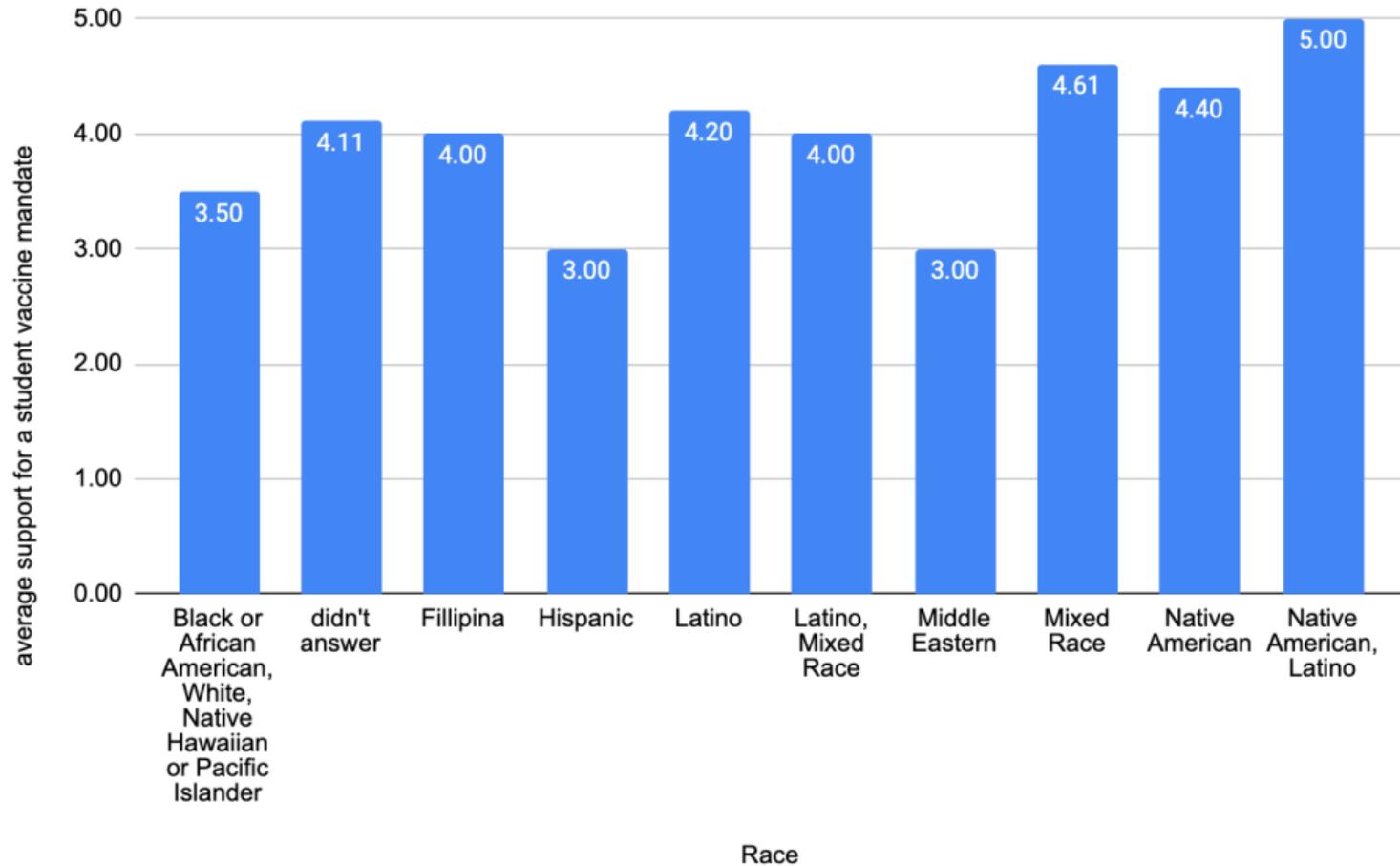
## Average support for a vaccine mandate by race



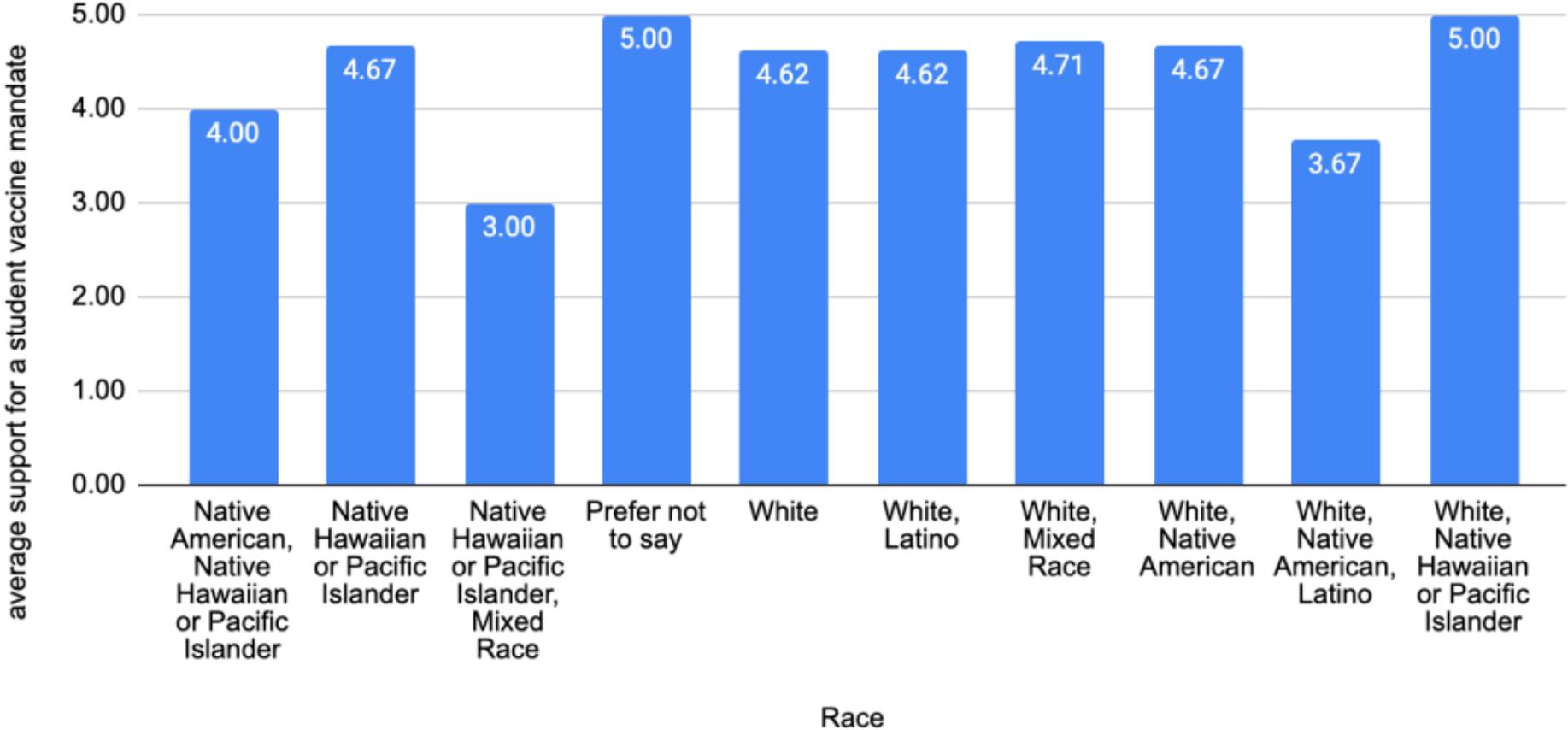
## Average support for a vaccine mandate by race



## Average support for a vaccine mandate by race



# Average support for a vaccine mandate by race



Race	Asian	White	Mixed Race	Native Hawaiian or Pacific Islander	Latino	Native American	Black or African American
Number of respondents who identify fully or partially as...	251	1572	70	25	178	30	88
Average support for a vaccine mandate	4.63	4.61	4.49	4.44	4.34	4.33	3.80

# Questions?





~~BOARD POLICY~~  
~~CAFETERIA PLAN~~

~~5.10.090-P~~

~~PORTLAND PUBLIC SCHOOLS~~  
~~CAFETERIA PLAN~~

~~Amended and Restated~~  
~~Effective January 1, 2006~~

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~~**PORTLAND PUBLIC SCHOOLS**~~~~**CAFETERIA PLAN**~~~~**PARTIES**~~

~~THIS AMENDED AND RESTATED PLAN is adopted effective January 1, 2006, by the School District No. 1, Multnomah County, Oregon (“District”).~~

~~**RECITALS**~~

~~The District established the Portland Public Schools Cafeteria Plan (the “Plan”) effective May 1, 1994.~~

~~The Plan was last amended effective January 1, 2005.~~

~~The District intends that this Plan continue to satisfy the requirements of Section 125 of the Internal Revenue Code of 1986, as amended.~~

~~The District desires to amend the Plan to comply with changes in applicable federal law and in certain other respects, and to restate the Plan.~~

~~**AMENDMENT AND RESTATEMENT**~~

~~The PORTLAND PUBLIC SCHOOLS CAFETERIA PLAN is hereby amended and restated effective January 1, 2006, as set forth herein.~~

**ARTICLE 1****~~NAME AND EFFECTIVE DATE~~**

~~1.1 — **Name.** This Plan shall be known as the Portland Public Schools Cafeteria Plan.~~

~~1.2 — **Effective Date.** The effective date of this amended and restated Plan is January 1, 2006. The benefits payable to or on behalf of a Participant in the Plan in accordance with the following provisions shall not be affected by the terms of any amendment to the Plan adopted after the Participant separates from service with the District unless the amendment expressly provides otherwise.~~

**ARTICLE 2****DEFINITIONS**

~~Whenever used herein, unless the context clearly indicates otherwise, masculine, feminine, and neuter words may be used interchangeably, singular shall mean the plural and vice versa, and the following words and phrases shall have the following meanings when used with an initial capital letter:~~

~~2.1 — “**Account**” means the separate record or records maintained by the Plan Administrator in the name of a Participant in accordance with this Plan.~~

~~2.2 — “**Benefit Package Option**” means a qualified benefit under Code Section 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan).~~

~~2.3 — “**Code**” means the Internal Revenue Code of 1986, as amended, and successor Codes thereto.~~

~~2.4 — “**Compensation**” means an Eligible Employee’s wages or salary from the District during the Plan Year for personal services rendered, including bonuses, overtime, commissions, and other forms of remuneration includable in gross income.~~

~~2.5 — “**Dental and Vision Care Expense**” means an expense incurred by a Participant on behalf of the Participant or the Participant’s spouse, Dependent, or child (as defined in Code Section 152(f)(1)) who has not attained age 27 as of the end of the Participant’s taxable year, for dental or vision care as defined in Code Section 223(c) which is medical care as defined under Code Section 213(d), but only to the extent such expense is reimbursable under the separate dental and vision care reimbursement account program set forth in Article 10 and not used as a deduction on the Participant’s federal income tax return.~~

~~2.6 — “**Dependent Care Expenses**” means expenses described in 11.4 that are incurred by a Participant and are considered employment related expenses as defined in Code Section 21(b)(2), but only to the extent that such amounts are reimbursable under the separate dependent care assistance program set forth in Article 11 and are not used by the Participant to obtain a credit against the Participant’s federal income tax for employment related expenses under Code Section 21.~~

~~2.7 — “**Dependent**” means, for purposes of 2.10, 2.18, and 4.3, a person who is a Participant’s dependent as defined in Code Section 152, except that, for purposes of accident or health coverage, any child to whom Code Section 152(e) applies is treated as a dependent of both parents, and, for purposes of dependent care assistance provided through a cafeteria plan, a dependent means a qualifying individual (as defined in Code Section 21(b)(1)) with respect to the Participant. For purposes of 2.5, 2.11, Article 9, and Article 10, a Dependent means a person who is a Participant’s dependent as defined in Code Section 105(b).~~

~~2.8 — “**District**” means School District No. 1, Multnomah County, Oregon.~~

~~2.9 — “**Eligible Employee**” means any District employee, other than the following individuals:~~

~~(a) — An employee who is a member of a collective bargaining unit that has bargained in good faith with the District over the benefits provided under this Plan and the bargaining agreement does not specifically require participation in this Plan;~~

~~(b) — A student worker;~~

~~(c) — An employee who is employed on an on-call basis, a limited-term employee, or an employee who does not have regularly scheduled hours of employment, including classified substitutes but excluding substitute teachers;~~

~~(d) — A person who performs services for the District pursuant to an agreement between the District and an organization that leases employees (including a person who is not an employee, but who is treated as an employee, for purposes of Code Sections 106, 125, and 129, by reason of being a “leased employee” as defined in Code Section 414(n));~~

~~(e) — A self-employed person as defined in Code Section 401(c);~~

~~(f) — A person who performs services for the District but who is treated for payroll tax purposes as other than an employee of the District (and regardless whether the person may subsequently be determined by a governmental agency, by the conclusion or settlement of threatened or pending litigation, or otherwise to be or have been an employee of the District); and~~

~~(g) — An employee who has regularly scheduled hours of employment but is less than half-time.~~

~~Notwithstanding the foregoing, substitute teachers are excluded from the definition of “Eligible Employee” for purposes of the Premium Payment Benefit described in 4.1(a) only.~~

~~2.10 — “**Family Member Plan**” means a cafeteria plan or Qualified Benefits Plan sponsored by the employer of the Participant’s spouse or the Participant’s Dependent.~~

~~2.11 — “**Health Care Expense**” means an expense incurred by a Participant on behalf of the Participant or the Participant’s spouse, Dependent, or child (as defined in Code Section 152(f)(1)) who has not attained age 27 as of the end of the Participant’s taxable year, for medical care as defined under Code Section 213(d), but only to the extent such expense is reimbursable under the separate health care reimbursement account program set forth in Article 9 and not used as a deduction on the Participant’s federal income tax return.~~

~~2.12 — “Health Savings Account” means a health savings account (“HSA”) as defined by Code Section 223(d). An HSA is an individual trust or custodial account separately established and maintained outside the Plan by a Participant and a qualified trustee or custodian.~~

~~2.13 — “Participant” means an Eligible Employee who has commenced and continues participation in the Plan as provided in Article 3.~~

~~2.14 — “Plan” means this Portland Public Schools Cafeteria Plan, as amended from time to time.~~

~~2.15 — “Plan Administrator” means such person or persons appointed by the District to control and manage the operation and administration of the Plan. In the absence of such an appointment, the District shall be the Plan Administrator.~~

~~2.16 — “Plan Year” means, with respect to the health care reimbursement account program, dental and vision care reimbursement account program, and the dependent care reimbursement account program, the calendar year (January 1 through December 31). The initial Plan Year of the dental and vision care reimbursement account program shall be a short Plan Year of October 1, 2013, through December 31, 2013.~~

~~Notwithstanding the foregoing, with respect only to Eligible Employees whose Premium Payment Benefit’s Plan Year is October 1 through September 30, the Plan Year for the health care reimbursement account program and dental and vision care reimbursement account program that begins January 1, 2014, shall be a short Plan Year of January 1, 2014, through September 30, 2014, and, beginning October 1, 2014, the Plan Year shall be October 1 through September 30.~~

~~With respect to the Premium Payment Benefit described in 4.1(a), the Plan Year means the plan year of the underlying group health plans. To the extent that the underlying group health plans have differing plan years, there shall be a separate Premium Payment Benefit for each group of group health plans that have the same plan year. The Plan Years for the Premium Payment Benefits are described in Exhibit A, which is attached hereto and incorporated by this reference herein. Exhibit A may be revised from time to time by the Plan Administrator without a formal amendment of this Plan document.~~

~~2.17 — “Qualified Benefits Plan” means an employee benefit plan governing the provision of one or more benefits that are qualified benefits under Code Section 125(f). A plan does not fail to be a Qualified Benefits Plan merely because it includes a flexible spending arrangement (as defined in Code Section 106(e)(2)), provided that the flexible spending arrangement meets the requirements of Code Section 125 and the regulations thereunder.~~

~~2.18 — “Similar Coverage” means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage provide Similar Coverage. A health flexible spending arrangement is not Similar Coverage with respect to an accident or health plan that is not a health flexible spending arrangement. Coverage provided by another employer, such as a spouse’s or Dependent’s employer, may be treated as providing Similar Coverage if it satisfies the requirements of this section.~~

**ARTICLE 3****ELIGIBILITY**

~~**3.1 — Eligibility for Participation.** An Eligible Employee shall be eligible to participate in this Plan on the first day of the calendar month after he or she has completed one full calendar month of employment.~~

~~**3.2 — Termination of Participation.** In the event a Participant transfers to an ineligible class of employees or terminates employment with the District, the Participant's participation in this Plan shall cease as of the date of such transfer or termination, except as specifically provided for in this Plan.~~

~~**3.3 — Transfer from Ineligible to Eligible Class.** In the event an ineligible employee transfers to the eligible class, he or she shall be eligible to participate in the Plan on the first day of the calendar month following the transfer if he or she is a former Participant or has previously satisfied the requirements of 3.1 and would have previously been eligible to participate if he or she had been in the eligible class.~~

~~**3.4 — Special Rules.** Notwithstanding the provisions of 3.1, the following special rules apply.~~

~~**(a) — Eligibility for HSA.** To be eligible to elect the Health Savings Account Benefit described in 4.1(e), an Eligible Employee must elect coverage under a District provided high deductible health plan ("HDHP") option that satisfies Code Section 223(c)(2). An employee is not eligible to elect the Health Savings Account Benefit if he or she elects coverage under the Health Care Expense Reimbursement Benefit described in 4.1(b) or is covered under a general purpose, nonsuspended health reimbursement arrangement provided by the District outside the Plan. An Eligible Employee must also meet additional requirements as described in Article 12 to elect the Health Savings Account Benefit.~~

~~**(b) — Eligibility for Health Care Expense Reimbursement Benefit.** An employee is not eligible to elect coverage under the Health Care Expense Reimbursement Benefit described in 4.1(b) if he or she elects coverage under a District provided HDHP option, the Health Savings Account Benefit described in 4.1(e), or the Dental and Vision Care Expense Reimbursement Benefit described in 4.1(c).~~

~~**(c) — Eligibility for Dental and Vision Care Expense Reimbursement Benefit.** An employee is not eligible to elect coverage under the Dental and Vision Care Expense Reimbursement Benefit described in 4.1(c) he or she elects coverage under the Health Care Expense Reimbursement Benefit described in 4.1(b).~~

**ARTICLE 4****PARTICIPATION**

~~4.1 — **Election to Participate.** The participation election form shall be signed by the Eligible Employee, shall designate the benefits in which the Eligible Employee elects to participate, and shall designate the Plan Year (or the remaining portion of the Plan Year) as the time period for which participation will be effective. The election form shall also specify the amounts by which the employee's Compensation shall be reduced or the amount of such reduction shall be determinable from that form. A Participant's Compensation reduction election must satisfy the minimum and maximum elective contribution requirements in 5.3.~~

~~An election form filed by a Participant is subject to acceptance, modification, or rejection by the Plan Administrator. The Plan Administrator may modify or reject an election in order to satisfy the terms of this Plan or applicable legal requirements.~~

~~Subject to 3.4, an Eligible Employee may elect to receive one or more of the following benefits, all of which (except the cash benefit) shall be paid or reimbursed under this Plan by a Compensation reduction agreement with the employee:~~

~~(a) — **Premium Payment Benefit.** This benefit consists of the Participant's share of the cost of the premiums under the District provided group health plans to the extent that coverage under such plans is excludible from income under Code Section 106. The terms, conditions, and benefits of the various health plans are set forth in separate plan documents which are incorporated herein by this reference.~~

~~(b) — **Health Care Expense Reimbursement Benefit.** This benefit consists of Health Care Expenses incurred by the Participant that are reimbursable under the health care reimbursement account program set forth in Article 9.~~

~~(c) — **Dental and Vision Care Expense Reimbursement Benefit.** This benefit consists of Dental and Vision Care Expenses incurred by the Participant that are reimbursable under the dental and vision care reimbursement account program set forth in Article 10.~~

~~(d) — **Dependent Care Expense Reimbursement Benefit.** This benefit consists of Dependent Care Expenses incurred by the Participant that are reimbursable under the dependent care assistance program set forth in Article 11.~~

~~(e) — **Health Savings Account Benefit.** This benefit consists of pre-tax Compensation reduction contributions and District contributions as described in Article 12 to a qualifying HSA established and maintained outside the Plan.~~

~~(f) — **Cash Benefit.** This benefit consists of taxable cash compensation payable in substantially equal amounts ratably over the Plan Year or over the portion of the Plan Year during which the Participant's Compensation is generally~~

~~paid when the Participant has elected to be compensated on a school year basis. An eligible Participant may elect to receive a portion of the District contribution (other than the District contribution to an HSA) as taxable cash compensation instead of electing coverage under a District provided group health plan. The eligibility and other requirements for cashing out the District contribution are set forth in Exhibit B, which is attached hereto and incorporated by reference herein. Exhibit B may be revised from time to time by the Plan Administrator without a formal amendment of this Plan document.~~

~~**4.2 — Election Procedures.** The following rules shall govern an Eligible Employee's elections under this Plan:~~

~~**(a) — Initial Participation.** Except as otherwise provided in 4.3, if the Eligible Employee does not make the participation election before the employee is to begin participation under 3.1, the employee's election may be made only~~

during the annual open enrollment period and will be effective as of the first day of the Plan Year to which the open enrollment period applies.

~~(b) — **Continuation of Participation.** A Participant shall make a new election for each Plan Year to continue participation in the Plan. A Participant's election shall be made during the annual open enrollment period chosen by the Plan Administrator, prior to the beginning of the Plan Year to which the election applies. The first day of that Plan Year shall be the effective date of the Participant's participation for that Plan Year.~~

~~(c) — **Eligible Expenses.** Expenses eligible for reimbursement under a reimbursement benefit elected by the Participant shall be only the eligible expenses incurred by the Participant after the effective date of the employee's participation and during the Plan Year for which the election is made. Expenses incurred before or after the applicable Plan Year or the period of coverage shall not be reimbursable from amounts contributed by the District on behalf of the Participant during the applicable Plan Year.~~

~~(d) — **Additional Eligibility Requirements.** The program and plan documents incorporated by reference into this Plan may have their own eligibility requirements for participation. The eligibility rules of this Plan are in addition to and do not override the eligibility rules of the benefit programs or plans that have been incorporated by reference herein.~~

~~4.3 — **Revocation and Changes.** Once made, a Participant's election shall be effective for the entire Plan Year for which made and shall not be revoked or changed except as provided in this section. The reasons for which revocations or changes in elections provided in this section are permitted may be restricted pursuant to nondiscriminatory rules adopted by the Plan Administrator that are consistently applied. Except as provided below, benefit election changes must be made within 31 days after the event that entitles the Participant to make the election change. With respect to a benefit election change made under 4.3(c) on account of losing coverage under Medicaid or a state child health plan ("CHIP") or becoming eligible for a premium assistance subsidy under Medicaid or CHIP, the election change must be made within 60 days after the loss of coverage or the determination of eligibility, as applicable.~~

~~Notwithstanding the foregoing, an election to contribute to an HSA can be changed or revoked as provided in 4.3(h).~~

~~If any election change is conditioned upon an individual obtaining (or ceasing) coverage under another plan, the Plan Administrator may rely on a Participant's certification that the individual has or will obtain (or does not have or will cease) coverage under the other plan (unless the Plan Administrator has reason to believe that the certification is incorrect).~~

~~(a) — **Significant Cost or Coverage Changes.** This 4.3(a) sets forth rules for election changes as a result of changes in cost or coverage. This 4.3(a) does not allow election changes with respect to the Health Care Expense~~

~~Reimbursement Benefit described in 4.1(b) or the Dental and Vision Care Expense Reimbursement Benefit described in 4.1(e).~~

~~(1) — **Cost Changes.**~~

~~(A) — **Automatic Changes.** If the cost of a Qualified Benefits Plan increases or decreases during a Plan Year and, under the terms of the plan, Participants are required to make a corresponding change in their payments, the Plan Administrator may, on a reasonable and consistent basis, automatically make a~~

~~prospective increase or decrease, as the case may be, in the affected Participants' Compensation reduction contributions for such plan.~~

~~(B) — **Significant Cost Changes.** If the Plan Administrator determines that the cost charged to a Participant for a Benefit Package Option has significantly increased or decreased during a Plan Year, the Participant may make a corresponding change in election under the Plan. Changes that may be made include commencing participation in the Plan for the Benefit Package Option with a decrease in cost, or, in the case of an increase in cost, revoking an election for that coverage and, in lieu thereof, either receiving on a prospective basis coverage under another Benefit Package Option providing Similar Coverage or dropping coverage if no other Benefit Package Option providing Similar Coverage is available.~~

~~(C) — **Application of Cost Changes.** For purposes of 4.3(a)(1)(A) and (B), a cost increase or decrease means an increase or decrease in the amount of the Compensation reduction contributions under the Plan, whether that increase or decrease results from an action taken by the Participant or the Employer.~~

~~(D) — **Application to Dependent Care.** This 4.3(a)(1) applies in the case of a dependent care assistance plan only if the cost change is imposed by a dependent care provider who is not a relative of the Participant. For this purpose, a relative is an individual who is related as described in Code Sections 152(d)(2)(A) through (G), incorporating the rule of Code Section 152(f)(4).~~

~~(2) — **Coverage Changes.**~~

~~(A) — **Significant Curtailment Without Loss of Coverage.** If a Participant (or a spouse or Dependent) has a significant curtailment of coverage under a plan during the Plan Year that is not a loss of coverage as described in 4.3(a)(2)(B) (such as a significant increase in the deductible, the copay, or the out-of-pocket cost sharing limit under an accident or health plan), any Participant who had been participating in the plan and receiving that coverage may revoke his or her election for that coverage and, in lieu thereof, elect to receive on a prospective basis coverage under another Benefit Package Option providing Similar Coverage. Coverage under a plan is significantly curtailed only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.~~

~~**(B) — Significant Curtailment With Loss of Coverage.**~~

~~If a Participant (or a spouse or Dependent) has a significant curtailment that is a loss of coverage, that Participant may revoke his or her election under the Plan and, in lieu thereof, elect either to receive on a prospective basis coverage under another Benefit Package Option providing Similar Coverage or to drop coverage if no Benefit Package Option providing Similar Coverage is available. A loss of coverage means a complete loss of coverage under the Benefit Package Option or other coverage option (including the elimination of a Benefit Package Option, an HMO ceasing to be available in the area where the individual resides, or the individual losing all coverage under the option by reason of an overall lifetime or annual limitation). The Plan Administrator may, in its discretion (which may be exercised on a case-by-case basis provided that the exercise of discretion does not discriminate in favor of highly compensated Participants), treat the following as a loss of coverage:~~

~~(i) — A substantial decrease in the medical care providers available under the option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the physicians participating in a preferred provider network or an HMO);~~

~~(ii) — A reduction in the benefits for a specific type of medical condition or treatment with respect to which the Participant, spouse, or Dependent is currently in a course of treatment; or~~

~~(iii) — Any other similar fundamental loss of coverage.~~

~~**(C) — Addition or Improvement of a Benefit Package**~~

~~**Option.** If a plan adds a new Benefit Package Option or other coverage option, or if coverage under an existing Benefit Package Option or other coverage option is significantly improved during a Plan Year, eligible Participants (whether or not they have previously made an election under the Plan or have previously elected the Benefit Package Option) may revoke their election under the Plan and, in lieu thereof, make an election on a prospective basis for coverage under the new or improved Benefit Package Option.~~

~~**(3) — Change in Coverage Under Another Employer Plan.**~~

~~A Participant may make a prospective election change that is on account of and~~

corresponds with a change made under another employer plan (including a plan of the Employer or of another employer) if:

The other cafeteria plan or Qualified Benefits Plan permits participants to make an election change that would be permitted under paragraphs (b) through (g) of Treasury Regulation Section 1.125-4 (disregarding Treasury Regulation Section 1.125-4(f)(4)); or

(A) — The Plan permits Participants to make an election for a Plan Year that is different from the plan year under the other cafeteria plan or Qualified Benefits Plan.

~~(4) — **Loss of Coverage Under Other Group Health Coverage.** A Participant may make an election on a prospective basis to add coverage under the Plan for the Participant, spouse, or Dependent if the Participant, spouse, or Dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including the following:~~

~~(A) — A state's children's health insurance program under Title XXI of the Social Security Act;~~

~~(B) — A medical care program of an Indian Tribal government, the Indian Health Service, or a tribal organization;~~

~~(C) — A state health benefits risk pool; or~~

~~(D) — A foreign government group health plan.~~

~~(b) — **Change in Status.** A Participant may revoke an election during a Plan Year and make a new election for the remaining portion of the Plan Year if both (1) and (2) below are satisfied.~~

~~(1) — One of the following change in status events occurs:~~

~~(A) — **Legal Marital Status.** An event that changes a Participant's legal marital status, including marriage, death of spouse, divorce, legal separation, and annulment.~~

~~(B) — **Number of Dependents.** An event that changes a Participant's number of Dependents, including birth, death, adoption, and placement for adoption (as defined in regulations under Code Section 9801).~~

~~(C) — **Employment Status.** Any of the following events that change the employment status of the Participant, the Participant's spouse, or the Participant's Dependent: a termination or commencement of employment; a strike or lockout; a~~

~~commencement of or return from an unpaid leave of absence; and a change in worksite. In addition, if the eligibility conditions of the cafeteria plan or other employee benefit plan of the employer of the Participant, spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this 4.3(b)(1)(C). If a Participant terminates employment and cancels coverage during the period of unemployment, and resumes employment within 30 days (without any other intervening event that would permit a change in election), the Participant's prior election for the Plan Year is automatically reinstated. If a Participant terminates employment and cancels coverage during the period of unemployment, and resumes employment more than 30 days following termination, the Participant may return to the election in effect prior to termination of employment or make a new election under the Plan.~~

~~**(D) — Dependent Satisfies or Ceases to Satisfy Eligibility Requirements.** An event that causes a Participant's Dependent to satisfy or cease to satisfy the eligibility requirements for coverage due to attainment of age, student status, or any similar circumstance.~~

~~**(E) — Residence.** A change in the place of residence of the Participant, spouse, or Dependent.~~

~~**(F) — Nondependent Children.** A change in status event described above that affects a Participant's child who is under age 27 and not a Dependent, including becoming newly eligible for coverage or eligible for coverage beyond the date on which the child otherwise would have lost coverage.~~

~~This subsection (F) shall be effective on the first day of the first Plan Year beginning after March 30, 2010.~~

~~(2) — The election change satisfies the following consistency rules:~~

~~(A) — An election change satisfies the requirements of this 4.3(b)(2) if the election change is on account of and corresponds with a change in status that affects eligibility for coverage under an employer's plan. A change in status that affects eligibility under an employer's plan includes a change in status that results in an increase or decrease in the number of a Participant's family~~

~~members or Dependents who may benefit from coverage under the plan. An election change also satisfies the requirements of this 4.3(b)(2) if the election change is on account of and corresponds with a change in status that affects expenses described in Code Section 129 (including employment related expenses as defined in Code Section 21(b)(2)) with respect to dependent care assistance.~~

~~(B) — If the change in status is the Participant’s divorce, annulment, or legal separation from a spouse, the death of a spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, a Participant’s election under the Plan~~

~~to cancel accident or health insurance coverage for any individual other than the spouse involved in the divorce, annulment, or legal separation, the deceased spouse or Dependent, or the Dependent that ceased to satisfy the eligibility requirements for coverage, respectively, fails to correspond with that change in status. In addition, if a Participant, spouse, or Dependent gains eligibility for coverage under a Family Member Plan as a result of a change in marital status under 4.3(b)(1)(A) or a change in employment status under 4.3(b)(1)(C), a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the Family Member Plan.~~

~~(c) — **Special Enrollment Rights.** To the extent that the group health plan benefits described in 4.1 are subject to the special enrollment rules provided in Section 2701(f) of the Public Health Service Act, a Participant who is entitled to special enrollment rights may revoke his or her election with respect to coverage under such group health plan during a Plan Year and make a new election that corresponds with the special enrollment rules.~~

~~(d) — **Judgment, Decree, or Order.** The Plan Administrator may change a Participant's election to provide group health plan coverage for the Participant's child (or for a foster child who is a Dependent of the Participant) if a judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody requires accident or health coverage for the child under the Participant's plan. A Participant may change his or her election to cancel group health plan coverage for the child if such an order requires the spouse, former spouse, or other individual to provide coverage for the child, and that coverage is, in fact, provided.~~

~~(e) — **Entitlement to Medicare or Medicaid.** A Participant may prospectively cancel or reduce the Participant's, spouse's, or Dependent's coverage under an accident or health plan if the Participant, spouse, or Dependent becomes entitled to coverage (i.e., becomes enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). In addition, if a Participant, spouse, or Dependent who has been entitled to such coverage under Medicare or Medicaid loses eligibility for such coverage, the Participant may make a prospective election to commence or increase the Participant's, spouse's, or Dependent's coverage under the accident or health plan.~~

~~(f) — **Family and Medical Leave Act.** A Participant taking leave under the Family and Medical Leave Act ("FMLA") may revoke an existing election of accident or health plan coverage and make such other election for the remaining portion of the Plan Year as may be provided for under the FMLA.~~

~~(g) — **Cessation of Required Contributions.** Except as otherwise provided in 5.4 with respect to eligible Dependent Care Expenses, a benefit will cease to be provided to a Participant if the Participant fails to make the required premium payments with respect to the benefit (e.g., a Participant ceases to make premium payments for health care reimbursement account program coverage after a termination of employment). However, in such case, the former Participant may not again make a new benefit election for the remaining portion of the Plan Year.~~

~~(h) — **HSA Election Changes.** A Participant's election to make pre-tax Compensation reduction contributions to an HSA can be prospectively changed on a monthly basis. Only one election change may be made per month. HSA contribution elections can be prospectively revoked if the Participant becomes ineligible to make HSA contributions. If HSA contributions are changed, the contribution amounts must continue to satisfy the HSA contribution limits described in Article 12. Election changes or revocations will be effective beginning with the payroll period during which the election change or revocation is received by the Plan Administrator (provided that the Compensation for that payroll period has not become currently available), unless the Participant elects a later effective date.~~

~~(i) — **Additional Group Health Plan Election Changes.** A Participant may prospectively revoke an election of coverage under a group health plan that provides minimum essential coverage (as defined in Code Section 5000A(f)(1)) if either (1) or (2) below is satisfied. This 4.3(i) does not allow election changes with respect to the Health Care Expense Reimbursement Benefit described in 4.1(b) or the Dental and Vision Care Expense Reimbursement Benefit described in 4.1(c).~~

~~(1) — **Reduction in Hours of Service.** An election change may be made due to a reduction in hours if both (A) and (B) are satisfied.~~

~~(A) — The Participant was in an employment status under which he or she was reasonably expected to average at least 30 hours of service a week and the Participant's status is changed so that he or she will reasonably be expected to average less than 30 hours of service a week.~~

~~(B) — The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage. The new coverage must be effective no later than the first day of the second month following the month in which the original coverage was revoked.~~

~~(2) — **Enrollment in a Qualified Health Plan Through an Exchange.**~~

~~An election change may be made due to enrollment in a qualified health plan if both (A) and (B) are satisfied.~~

~~(A) — The Participant is eligible for a special enrollment period (as provided in 45 CFR § 155.420(d)) to enroll in a qualified health plan through an exchange established under Section 1311 of the Patient Protection and Affordable Care Act or the Participant seeks to enroll in a qualified health plan through an exchange during the exchange’s annual open enrollment period.~~

~~(B) — The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in a qualified health plan through an exchange. The new coverage must be effective no later than the day immediately following the last day of the original coverage that is revoked.~~

## ARTICLE 5

~~CREDITS AND REIMBURSEMENT PROCEDURES~~

~~5.1 — Credits to Plan. The following rules shall govern the Compensation reduction credits to this Plan during a Plan Year:~~

~~(a) — Establishment of Accounts. For each Participant, the Plan Administrator shall establish a separate Account for each reimbursement benefit under 4.1 for the Plan Year.~~

~~(b) — Compensation Reduction Credits. For each Participant, the amount by which the Participant elects to reduce his or her Compensation for a specific benefit shall be deducted from the Participant's Compensation during the Plan Year by payroll deduction and credited to the Participant's Account for such benefit, credited against the cost of that benefit as determined by the Plan Administrator, or, for HSA contributions, deposited with the HSA trustee/custodian maintaining the Participant's HSA.~~

~~(c) — District Contributions. Prior to the beginning of each Plan Year, the District shall determine the amount to be credited to each Participant for the purchase of benefits described in 4.1. The amount so established for each Plan Year shall be set forth in Exhibit C, to be attached hereto and incorporated by reference herein. The Plan Administrator may change the District contribution amount set forth in Exhibit C without amending this Plan. District contributions or credits may be made in substantially ratable installments throughout the Plan Year.~~

~~(d) — Records of Contributions. The Plan Administrator shall maintain appropriate records and shall record the amounts credited for a Participant for a specified benefit under (b) and (c) above in the Participant's Account established for such benefit.~~

~~(e) — Allocation of Expense. An eligible Dependent Care Expense submitted for reimbursement by a Participant shall be paid only from the Account established for such Participant for such expense and only to the extent of the amount recorded in the Account (after deducting earlier reimbursements made during the Plan Year). The maximum amount of Health Care Expense reimbursement under Article 9 or Dental and Vision Care Expense reimbursement under Article 10 must be available at all times during the Plan Year (properly reduced as of any particular time for prior reimbursements for the same Plan Year). Thus, the maximum amount of Health Care Expense or Dental and Vision Care Expense reimbursements at any particular time during the Plan Year cannot be limited to the amount recorded in the applicable Account at that time. Reimbursement will be deemed to be available at all times if it is paid at least monthly or when the total amount of the claims to be submitted is at least a specified, reasonable minimum amount (e.g. \$50).~~

~~(f) — **Unused Amounts.** An amount remaining in an Account after the Participant has submitted all reimbursable expenses for the Plan Year of the type for which the Account is established, shall not be carried over to a subsequent Plan Year, nor shall such amount be paid, directly or indirectly, to the Participant in cash or in the form of any other benefit.~~

~~5.2 — **Reimbursement Payment Procedures.** The following rules shall govern the reimbursement of a Participant's eligible expenses under the Health Care Expense Reimbursement Benefit, the Dental and Vision Care Expense Reimbursement Benefit, and the Dependent Care Expense Reimbursement Benefit.~~

~~(a) — **Reimbursement Request.** The Participant shall submit a written request for reimbursement on the form or forms provided by the Plan Administrator. Requests for reimbursement shall be made at such time or times as specified by the Plan Administrator; however, eligible expenses incurred during a Plan Year must be submitted for reimbursement not later than three months after the close of the Plan Year. Eligible expenses that are not submitted on a timely basis in accordance with this 5.2(a) shall not be reimbursed.~~

~~(b) — **Documentation.** A Participant's written request for reimbursement shall establish that the expense was incurred during the applicable time period, and must state that the amount has not been reimbursed and is not reimbursable under any other health plan or dependent care plan, and that the amount will not be used in connection with a deduction or credit on the Participant's federal income tax return. No advance reimbursement may be made of future or projected expenses. The written request must be accompanied with a written statement from an independent third party stating that the expense has been incurred and the amount of such expense.~~

~~(c) — **Payment.** A Participant's request for reimbursement, when approved by the Plan Administrator, shall be paid as soon as reasonably practicable following such approval. Payments shall only be made in reimbursement to a Participant and shall not be made directly to a service provider. Except as provided in 5.1(e), reimbursements to a Participant shall not exceed the amount available in the Participant's Account for the type of expense for which reimbursement is requested.~~

~~5.3 — **Amount of Elective and Nonelective Contributions.** The maximum amount of nonelective contributions available to any Participant under this Plan for a Plan Year shall equal the District contributions under 5.1(e). The maximum amount of elective contributions available to any Participant under this Plan for a Plan Year shall equal the annual amount of the Participant's share of the cost of the District provided group health plan premiums for the Premium Payment Benefit, plus \$20,000.~~

~~The minimum amount of elective contributions that may be elected by any Participant under the health care reimbursement account program, the dental and vision care reimbursement account program, and the dependent care reimbursement account program shall~~

be \$20 per month for each program. The maximum amount for credit to the Participant's HSA is as described in Article 12.

Notwithstanding the foregoing, the maximum amount of salary reduction contributions available to any Participant under this Plan for a Plan Year for the health care reimbursement account program or dental and vision care reimbursement account program shall equal \$2,500 (plus cost of living adjustments permitted under applicable law) (\$2,550 for Plan Years beginning on or after January 1, 2015), prorated for any short Plan Year.

~~**5.4 — Expense Reimbursement After Participation Terminates.** If, during a Plan Year, a Participant terminates employment, transfers to an ineligible class of employees, or ceases to make required contributions, he or she may nevertheless submit eligible Dependent Care Expenses incurred during the remainder of that Plan Year to the Plan Administrator for reimbursement under the dependent care reimbursement account program.~~

~~If a Participant terminates employment with the District or transfers to an ineligible class of employees and revokes his or her existing benefit elections, the Plan Administrator shall reimburse the Participant for any amount previously paid for coverage or benefits under the health care reimbursement account program or dental and vision care reimbursement account program relating to the period after the termination or transfer.~~

~~**5.5 — Qualified Reservist Distributions.** Notwithstanding any other Plan provision to the contrary, a Participant may request a qualified reservist distribution from the Participant's health care reimbursement Account or dental and vision care reimbursement Account. The term "Account" as used in this 5.5, refers only to the foregoing two Accounts.~~

~~**(a) — Definition of Qualified Reservist Distribution.** A qualified reservist distribution is a distribution to a Participant of all or a portion of the balance in the Participant's Account if: (1) the Participant is a qualified reservist as defined in (b) below, and (2) the request for a distribution is made during the period specified in (c) below.~~

~~**(b) — Definition of Qualified Reservist.** A qualified reservist is a Participant who is, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), ordered or called to active duty for a period of 180 days or more or for an indefinite period. The Plan Administrator may rely on the order or call to determine the period of active duty. If the order or call specifies that the period is for 180 days or more or is indefinite, the Participant is a qualified reservist, even if the actual period of active duty is less than 180 days or is otherwise changed. If the period of active duty specified in the order or call is less than 180 days, the Participant is not a qualified reservist unless subsequent calls or orders increase the total period of active duty to 180 days or more.~~

~~**(c) — Amount Available.** The amount available as a qualified reservist distribution is the amount contributed to the Participant's Account as of the date of the request for distribution minus reimbursements received from the Account as of the date of the request.~~

~~(d) — **Procedures.** A Participant must make a written request to the Plan Administrator to receive a qualified reservist distribution. The Plan Administrator must receive a copy of the order or call to active duty before a distribution can be made. Only one qualified reservist distribution is permitted with respect to a Participant during a Plan Year. A Participant may submit requests for reimbursement for medical expenses incurred before the date of the request for a qualified reservist distribution and such reimbursements will be paid in accordance with Article 5 (taking into account the amount of the qualified reservist distribution as a reimbursement). A Participant may not submit requests for reimbursement for medical expenses incurred on or after the date of the request for distribution.~~

~~(e) — **Timing of Requests and Distributions.** A request for a qualified reservist distribution must be made on or after the date of the order or call to active duty and before the last day of the Plan Year during which the order or call to active duty occurred. The health care reimbursement account program or dental and vision care reimbursement account program, as applicable, shall pay the qualified reservist distribution to the Participant within a reasonable time, but not more than 60 days after the date of the request for a distribution. A qualified reservist distribution may not be made with respect to a Plan Year ending before the order or call to active duty.~~

**ARTICLE 6****CLAIMS PROCEDURE**

~~6.1 — **Initial Claim.** Any person claiming a premium payment benefit under this Plan shall present the claim in writing to the Plan Administrator. Any person claiming a Dependent Care Expense Reimbursement Benefit, a Health Care Expense Reimbursement Benefit, or a Dental and Vision Care Expense Reimbursement Benefit under this Plan shall present the claim in writing to the entity that administers those benefits (“Claim Reviewer”). For purposes of this article, the person claiming a benefit (or his or her authorized representative) shall be referred to as the “Claimant.”~~

~~6.2 — **Decision on Initial Claim.**~~

~~(a) — **Time Period for Denial Notice.** A decision shall be made on the claim as soon as practicable and shall be communicated in writing by the Plan Administrator or Claim Reviewer to the Claimant within a reasonable period after receipt of the claim by the Plan Administrator or Claim Reviewer.~~

~~(b) — **Contents of Notice.** If the claim is wholly or partially denied, the notice of denial shall indicate:~~

~~(1) — The specific reasons for the denial;~~

~~(2) — The specific references to pertinent Plan provisions on which the denial is based;~~

~~(3) — A description of additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary; and~~

~~(4) — An explanation of the Plan’s claim review procedure.~~

~~6.3 — **Review of Denied Claim.** If a Claimant receives a notice of denial, the Claimant may request a review of the claim. The request for review is made by personally delivering or mailing a written request for review, prepared by either the Claimant or his or her authorized representative, to the Plan Administrator. The Claimant’s request for review must be made within 60 days after receipt of the notice of denial. If the written request for review is not made on a timely basis, the Claimant shall be deemed to waive his or her right to review. The Claimant or his or her duly authorized representative may, at or after the time of making the request, review all pertinent documents and submit issues and comments in writing.~~

~~If a Claimant requests a review of a claim under the health care reimbursement account program, only the employee described in 9.7(b)(3) may review denied claims. Such employee shall act on behalf of the Plan Administrator in reviewing and deciding denied claims.~~

~~6.4 — **Decision on Review.** A review shall be made by the Plan Administrator after receipt of a timely filed request for review. A decision on review shall be made and furnished in writing to the Claimant. The decision shall be made within a reasonable period of~~

~~time after receipt of the request for review. The written decision shall include the reasons for such decision with reference to the provisions of the Plan upon which the decision is based. The decision shall be final and binding upon the Claimant, the District, and all other persons involved.~~

~~**6.5 — Further Review.** The Claimant must follow and exhaust the claims procedure described in this article before he or she can file suit for benefits. In no event may the Claimant file suit for benefits more than one year from the date on which the decision on review under 6.4 is sent to the Claimant.~~

~~The scope of any subsequent review of the benefit claim, judicial or otherwise, shall be limited to a determination as to whether the Plan Administrator acted arbitrarily or capriciously in the exercise of its discretion. In no event shall any such further review be on a de novo basis as the Plan Administrator has discretionary authority to determine eligibility for benefits and to construe the terms of this Plan.~~

## ARTICLE 7

## PLAN ADMINISTRATION

~~7.1 — **Appointment of Plan Administrator.** The District shall appoint one or more persons to act as the Plan Administrator and to serve for such terms as the District may designate or until a successor has been appointed or until removed by the District. Vacancies due to resignation, death, removal or other causes shall be filled by the District. The Plan Administrator shall be bonded except as may otherwise be allowed by law. The Plan Administrator may be paid reasonable compensation for its service; however, a Plan Administrator who is a full-time employee of the District shall serve without compensation. All reasonable expenses of the Plan Administrator shall be paid by the District. If a designation of a Plan Administrator is not made, the District shall be the Plan Administrator.~~

~~7.2 — **Rights and Duties.** The Plan Administrator shall be the named fiduciary of the Plan. The Plan Administrator, on behalf of the Participants and their beneficiaries, shall have the authority to control and manage the operation and administration of the Plan and shall have all powers necessary to accomplish those purposes. The responsibility and authority of the Plan Administrator shall include, but shall not be limited to, the following:~~

- ~~(a) — Determining all questions relating to the eligibility of employees to participate;~~
- ~~(b) — Computing and certifying the amount and kind of benefits payable to Participants, spouses, and dependents;~~
- ~~(c) — Authorizing all disbursements;~~
- ~~(d) — Maintaining all necessary records for the administration of the Plan other than those that the District has specifically agreed to maintain;~~
- ~~(e) — Interpreting the provisions of the Plan and publishing such rules for the regulation of the Plan as are deemed necessary and not inconsistent with the terms of the Plan; and~~
- ~~(f) — Directing the District to make payments to Participants, former Participants, spouses, and dependents in accordance with the provisions of the Plan.~~

~~7.3 — **Information, Reporting, and Disclosure.** To enable the Plan Administrator to perform its functions, the District shall supply full and timely information to the Plan Administrator on all matters relating to the Participants and such other pertinent facts as the Plan Administrator may require. The Plan Administrator shall have the responsibility of complying with the reporting and disclosure requirements of applicable law.~~

~~7.4 — **Independent Qualified Accountant.** If required by applicable law or regulation, the Plan Administrator shall engage, on behalf of all Plan Participants, an~~

~~independent qualified public accountant who shall conduct such examinations of the financial statements of the Plan and of other books and records of the Plan as the accountant may deem necessary to enable the accountant to form an opinion as to whether the financial statements and schedules required by law to be included in any reports are presented fairly and in conformity with generally accepted accounting principles.~~

~~**7.5 — Allocation and Delegation of Responsibility.** The Plan Administrator may allocate fiduciary responsibilities to one or more persons and may delegate to such persons the authority to carry out fiduciary responsibilities under the Plan.~~

~~The Plan Administrator, in making the above allocation of fiduciary responsibilities, may provide that a person or group of persons may serve, with respect to the Plan, in more than one fiduciary capacity.~~

~~The Plan Administrator or persons to whom fiduciary responsibilities have been delegated by the Plan Administrator may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.~~

~~In the event a fiduciary responsibility is allocated to a person, no other person shall be liable for any act or omission of the person to whom the responsibility is allocated except as may be otherwise required by law. If a fiduciary responsibility is delegated to a person other than the Plan Administrator, the Plan Administrator shall not be responsible or liable for an act or omission of such person in carrying out such responsibility except as may otherwise be required by law.~~

~~**7.6 — Indemnification.** The District hereby indemnifies and holds harmless the Plan Administrator and each person to whom a fiduciary responsibility is allocated from any loss, claim, or suit arising out of the performance of obligations imposed hereunder and not arising from the Plan Administrator's or the person's willful neglect, misconduct, or gross negligence.~~

**ARTICLE****MISCELLANEOUS**

~~8.1 — **Right to Amend and Terminate.** The District represents that the Plan is intended to be a continuing program for Participants but reserves the right to terminate the Plan at any time. The District may modify, alter, or amend this Plan in whole or in part.~~

~~8.2 — **Unsecured Right to Payment.** No employee shall by virtue of this Plan have any interest in any specific asset or assets of the District. An employee has only an unsecured contract right to receive benefits in accordance with the provisions of the Plan.~~

~~8.3 — **No Obligation to Fund.** The District shall have no obligation to establish a trust or fund for the payment of benefits or to insure any of the benefits.~~

~~8.4 — **No Interest.** The District shall have no obligation to pay interest on any Participant's salary reduction amounts or Accounts used to provide the benefits under this Plan.~~

~~8.5 — **Provision Against Anticipation.** No Participant shall have the right or power to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits or proceeds recorded for the Participant under the terms of this Plan, and no such benefits or proceeds shall be subject to seizure by any creditor of the Participant under any writ or proceedings at law or in equity.~~

~~8.6 — **Right to Discharge Employees.** Neither the establishment of this Plan, nor any modification thereof, nor the payment of any benefit, shall be construed as giving any Participant or any other person any legal or equitable right against the District unless the same shall be specifically provided for in this Plan, nor as giving any employee or Participant the right to be retained in the District's employ. All employees shall remain subject to discharge by the District to the same extent as if this Plan had never been adopted.~~

~~8.7 — **Construction.** This Plan shall be construed in accordance with applicable federal law and regulations issued thereunder and, to the extent applicable, the laws of the state of Oregon.~~

~~8.8 — **Legally Enforceable.** The District intends that the Plan terms, including those relating to coverage and benefits, are legally enforceable. The Plan is maintained for the exclusive benefit of employees.~~

**ARTICLE 9****~~HEALTH CARE REIMBURSEMENT ACCOUNT PROGRAM~~**

~~**9.1 — General.** This article is intended to qualify as an accident and health plan within the meaning of Code Section 106. It is intended that reimbursements under this program be eligible for exclusion from the gross income of Participants under Code Section 105(b). Accordingly, this program shall be interpreted and construed in accordance with Code Sections 106 and 105(e) and any regulations or other interpretations thereunder. This program represents one benefit that may be elected by Participants under the Portland Public Schools Cafeteria Plan, and a Participant under that Plan who elects the Health Care Expense Reimbursement Benefit thereunder is deemed to be a Participant under this health care reimbursement account program.~~

~~**9.2 — Amount of Coverage.** The maximum amount of coverage that may be elected as a salary reduction contribution under this health care reimbursement account program for a Plan Year is limited to \$2,500 (plus cost of living adjustments permitted under applicable law) (\$2,550 for Plan Years beginning on or after January 1, 2015), prorated for any short Plan Year.~~

~~**9.3 — Health Care Expenses.** Each Participant under this health care reimbursement account program will be entitled to receive for each Plan Year reimbursements of Health Care Expenses that are incurred during the Plan Year and that are not paid or reimbursed by insurance or otherwise, up to the dollar amount of coverage elected by the Participant for that Plan Year.~~

~~There will be no reimbursement for premiums paid by a Participant for health insurance. For example, there will not be any reimbursement for premiums paid for other health plan coverage, including premiums paid for health coverage under a plan maintained by the employer of the Participant's spouse or Dependent.~~

~~Health Care Expenses incurred after December 31, 2010, for medicines or drugs may be reimbursed under this health care reimbursement account program only if the medicine or drug (a) requires a prescription, (b) is available without a prescription (i.e., an over-the-counter medicine or drug) and the individual obtains a prescription, or (c) is insulin.~~

~~The coverage elected for a Plan Year is available only to reimburse expenses that are incurred during the Plan Year. An expense shall be treated as having been incurred when the medical, dental, or vision care that gives rise to the expense is provided or at the time the equipment, supplies, or drugs that give rise to the expense are purchased, and not when the Participant is formally billed, charged for, or pays for the expense.~~

~~9.4 — **Administration.** The plan administrator of this health care reimbursement account program shall be the same as for the Portland Public Schools Cafeteria Plan. The procedures for making and reviewing claims, plan administration, elections and revocation of elections, and reimbursement requests and payments, shall be as set forth in the Portland Public Schools Cafeteria Plan.~~

~~9.5 — **Continuation Coverage.** To the extent that this health care reimbursement account program is a group health plan, it is subject to the continuation coverage requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), as presently set forth in Sections 2201 through 2208 of the Public Health Service Act. Accordingly, this program shall be construed in accordance with COBRA and the applicable regulations thereunder.~~

**9.6 — Military Service.**

**(a) — General.** The health care reimbursement account program shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). The USERRA provisions contained in 38 USC Section 4301 et seq are incorporated by reference.

**(b) — Qualifying Reemployment.** If a Participant is absent from employment due to service in the uniformed services as defined in 38 USC Section 4301(13) (“military service”), the Participant is entitled to reemployment rights and benefits if the following conditions are satisfied (“qualifying reemployment”):

(1) — The Participant, or an appropriate officer of the uniformed service, must provide advance written or oral notice of the military service to the District. Notice is not required if it is precluded by military necessity or is otherwise impossible or unreasonable as described in 20 CFR Section 1002.86.

(2) — The Participant’s military absence from the District must be for a cumulative period of less than five years. The Participant may be absent from employment for more than five years if the longer period of time is necessary to complete an initial period of obligated service or a Participant is ordered to or retained on active duty as described in 38 USC Section 4312(c) and 20 CFR Section 1002.103.

(3) — The Participant must report to, or apply for reemployment with, the District within a certain number of days after the completion of military service. The period in which to report to the District or apply for reemployment is determined by reference to the period of military service as follows:

(A) — If the period of military service is less than 31 days, or if the absence from employment is for the purposes of an examination to determine the Participant’s fitness for military service, the Participant must report to the District not later than the first work day following completion of the military service and the expiration of eight hours after a period allowing for safe transportation to the Participant’s residence.

(B) — If the period of military service is for more than 30 days but less than 181 days, the Participant must submit an application for reemployment (written or oral) not later than 14 days after completion of the military service.

(C) — If the period of military service is for more than 180 days, the Participant must submit an application for reemployment (written or oral) not later than 90 days after completion of military service.

~~(D) — If the Participant is hospitalized for, or convalescing from, an illness or injury incurred in, or aggravated during, military service, the Participant shall report to the District or submit an application for reemployment at the end of the recovery period. The recovery period may not exceed two years.~~

~~The foregoing periods may be extended pursuant to 38 USC Section 4312(e) and 20 CFR Sections 1002.115-1002.117 if reporting to the District or applying for reemployment is impossible or unreasonable through no fault of the Participant.~~

~~(4) — The Participant did not receive a type of discharge or separation from service described in 38 USC Section 4304 and 20 CFR Section 1002.135.~~

~~(5) — If the military service exceeds 30 days, the Participant must provide, upon the District's request, documentation to establish that the requirements of 9.6(b)(2), (3), and (4) above are satisfied. This 9.6(b)(5) shall not apply if such documentation does not exist or is not readily available.~~

~~(c) — **Continuation of Coverage.**~~

~~(1) — **Election of Continuation Coverage.** If a Participant is absent from employment due to military service, the Participant may elect to continue the Participant's and any Dependent's coverage.~~

~~This paragraph shall be effective January 18, 2006. Coverage shall terminate on the date described in 3.2 and shall be retroactively reinstated if the Participant elects to continue coverage and pays all premiums due within the periods described below. To the extent consistent with USERRA, an election to continue coverage must be made in the same manner and time periods applicable to an election of COBRA coverage. Notwithstanding the foregoing, if the Participant does not provide advance notice of the military service because it is precluded by military necessity or is otherwise impossible or unreasonable, the election of USERRA continuation coverage must be made within 60 days after the date it becomes possible and reasonable to make the election or, if later, by the end of the COBRA election period. Notwithstanding the foregoing, if the Participant leaves employment without giving advance notice of the military service (which is not excused as described above), the Participant shall have no right to elect USERRA continuation coverage.~~

~~(2) — **Duration of Continuation Coverage.** The maximum period of coverage shall be the lesser of:~~

~~(A) — The 24 month period (18 month period with respect to elections made before December 10, 2004) beginning on the date on which the Participant's absence begins; or~~

~~(B) — The period beginning on the date on which the Participant’s absence begins and ending on the day after the date on which the Participant fails to report or apply for reemployment as described in 9.6(b)(3).~~

~~(3) — **Premiums.** A Participant who elects to continue coverage may be required to pay not more than 102 percent of the full premium, except that a Participant who performs military service for less than 31 days may not be required to pay more than the employee share for the coverage.~~

~~This paragraph shall be effective January 18, 2006. To the extent consistent with USERRA, premiums are due on the due dates applicable to premiums for COBRA coverage. Notwithstanding the foregoing, if it is precluded by military necessity or is otherwise impossible or unreasonable for a Participant to pay a premium by the due date, such Participant must pay the premium within 30 days after the date it becomes possible and reasonable for him or her to do so.~~

~~(4) — **Termination of Continuation Coverage.** This paragraph shall be effective January 18, 2006. To the extent consistent with USERRA, USERRA continuation coverage shall be terminated if premiums are not paid by the due date described in 9.6(c)(3) or if a Participant receives a type of discharge or separation from service described in 38 USC Section 4304 and 20 CFR Section 1002.135.~~

~~(d) — **Reinstatement of Coverage.** If a Participant’s or Dependent’s coverage terminates due to the Participant’s military service, the coverage shall be reinstated upon qualifying reemployment. An exclusion or waiting period shall not be imposed on the Participant or any Dependents in connection with the reinstatement of coverage upon qualifying reemployment if an exclusion or waiting period would not have been imposed had the coverage not been terminated due to military service. The preceding sentence shall not apply to the coverage of any illness or injury determined by the Secretary of Veterans Affairs or his or her representative to have been incurred in, or aggravated during, military service.~~

~~**9.7 — Protected Health Information.**~~

~~(a) — **Hybrid Entity.** The Plan is a hybrid entity within the meaning of 45 CFR Section 164.103. The health care reimbursement account program is the health care component of the Plan. As provided in 45 CFR Section 164.105(a), the privacy rules under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) apply only to the health care component of the Plan. The health care component shall not disclose protected health information, as defined in 45 CFR Section 164.103 (“PHI”) to a non-health care component of the Plan in circumstances in which the HIPAA privacy rules would prohibit such disclosure if the health care component and the other component were separate legal entities.~~

~~(b) — Disclosure of Protected Health Information to the District.~~

~~(1) — Permitted and Required Uses and Disclosures of Protected Health Information.~~

~~(A) — Plan Administration Functions. Subject to the conditions of disclosure described in 9.7(b)(2), (3), and (4), the health care reimbursement account program, or the program's business associate, may disclose PHI to the District for plan administration functions. Plan administration functions means administration functions performed by the District on behalf of the program, such as quality assurance, claims processing, auditing, and monitoring. Plan administration functions are limited to activities that would meet the definition of payment or health care operations, as defined in 45 CFR Section 164.501, but do not include functions to modify, amend, or terminate the program or solicit bids from prospective issuers. Plan administration functions do not include any employment related functions or functions in connection with any other benefits or benefit plans. These permitted and required uses and disclosures may not be inconsistent with 45 CFR Part 164, Subparts C and E.~~

~~(B) — Enrollment and Disenrollment Information. The program, or the program's business associate, may disclose to the District information on whether the individual is participating in the program. Such disclosure is not subject to 9.7(b)(2), (3), and (4).~~

~~(C) — Summary Health Information. The program, or the program's business associate, may disclose summary health information, as defined in 45 CFR Section 164.504(a), to the District, provided the District requests the summary health information for the purpose of modifying, amending, or terminating the program and the disclosure does not violate 45 CFR Section 164.502(9)(5)(i). Such disclosure is not subject to 9.7(b)(2), (3), and (4).~~

~~(2) — Conditions of Disclosure for Plan Administration Functions. Disclosure of PHI to the District under 9.7(b)(1)(A) is permitted only upon receipt of a certification from the District that the Plan has been amended and the District has agreed to the following conditions regarding the use and disclosure of PHI. The District will:~~

~~(A) — Not use or further disclose PHI other than as permitted or required by the program or as required by law;~~

~~(B) — Ensure that any subcontractors or agents to whom the District provides PHI received from the program agree to the~~

Third Amendment  
October 1, 2013-  
(9.7(b)(1)(C) eff

September 23, 2013)

~~same restrictions and conditions that apply to the District with respect to such information;~~

~~(C) — Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the District;~~

~~(D) — Report to the program any use or disclosure of PHI that is inconsistent with the uses and disclosures provided for in the program or under HIPAA, of which it becomes aware;~~

~~(E) — Make available PHI to comply with HIPAA's right to access in accordance with 45 CFR Section 164.524;~~

~~(F) — Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;~~

~~(G) — Make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;~~

~~(H) — Make its internal practices, books, and records relating to the use and disclosure of PHI received from the program available to the Secretary of the Department of Health and Human Services ("DHHS"), or any other officer or employee of DHHS to whom such authority has been delegated, for purposes of determining compliance by the program with 45 CFR, Part 164, Subpart E;~~

~~(I) — If feasible, return or destroy all PHI received from the program that the District still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and~~

~~(J) — Ensure that adequate separation between the program and the District, as required in 45 CFR Section 164.504(f)(2)(iii), has been established.~~

~~(3) — **Adequate Separation Between the Program and the District.**~~

~~The District's Benefits Manager will have access to PHI under 9.7(b)(1)(A). The Benefits Manager shall only have access to and use of PHI to the extent necessary to perform the plan administration functions that the District performs for the program.~~

~~In the event that the Benefits Manager uses or discloses PHI in a way prohibited by the program or HIPAA, the District shall impose sanctions to ensure~~

~~that no further non-compliance occurs. Such sanctions may include an oral warning, a written warning, time off without pay, or termination of employment. The District shall determine the appropriate sanction based on the severity of the violation.~~

~~**(4) — Conditions of Disclosure of Electronic Protected Health Information.** The provisions of this 9.7(b)(4) shall be effective April 20, 2006. Disclosure of electronic PHI, as defined in 45 CFR Section 160.103, to the District under 9.7(b)(1)(A) is permitted if the following rules are satisfied. The District will reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the District on behalf of the program. The District will:~~

~~(A) — Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the program;~~

~~(B) — Ensure that any agent, including a subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information;~~

~~(C) — Ensure that the adequate separation required by 45 CFR Section 164.504(f)(2)(iii) and 9.7(b)(3) is supported by reasonable and appropriate security measures; and~~

~~(D) — Report to the program any security incident of which it becomes aware.~~

~~**9.8 — Rescissions.** This health care reimbursement account program will not rescind an individual’s coverage under the program unless the individual (or a person seeking coverage on his or her behalf) performs an act, practice, or omission that constitutes fraud or makes an intentional misrepresentation of material fact, both of which are prohibited by the program. A rescission is as defined in 45 CFR § 147.128 or subsequent guidance. To the extent consistent with such guidance, a rescission is a cancellation or discontinuance of coverage that has retroactive effect (other than one due to a failure to timely pay required contributions). The program must provide at least 30 days advance written notice to each affected individual before coverage may be rescinded.~~

~~A Participant is prohibited from submitting for reimbursement an expense incurred by an individual other than the individuals described in 2.11. By submitting an expense for reimbursement, the Participant is making a representation that the expense is a Health Care Expense under 2.11. Whether an expense was incurred by an individual described in 2.11 is a material fact. The coverage of an individual who is not described in 2.11 may be rescinded if the requirements of this section are satisfied.~~

~~9.9 — Mandatory Conversion of Account. The health care reimbursement Account of an Eligible Employee who is a Participant in this health care reimbursement account program immediately prior to October 1, 2013, and elects the Health Savings Account Benefit under 4.1(e) effective October 1, 2013, shall be converted, on a mandatory basis, to a dental and vision care reimbursement Account for the period of October 1, 2013, through December 31, 2013.~~

**ARTICLE 10****~~DENTAL AND VISION CARE REIMBURSEMENT ACCOUNT PROGRAM~~**

~~**10.1—General.** This article is intended to qualify as an accident and health plan within the meaning of Code Section 106. It is intended that reimbursements under this program be eligible for exclusion from the gross income of Participants under Code Section 105(b). Reimbursements under this program are limited to expenses that qualify as dental or vision care under Code Section 223(c). Accordingly, this program shall be interpreted and construed in accordance with Code Sections 106, 105(e), and 223 and any regulations or other interpretations thereunder. This program represents one benefit that may be elected by Participants under the Portland Public Schools Cafeteria Plan, and a Participant under that Plan who elects the Dental and Vision Care Expense Reimbursement Benefit thereunder is deemed to be a Participant under this dental and vision care reimbursement account program.~~

~~**10.2—Limitations.** The maximum amount of coverage that may be elected as a salary reduction contribution under this dental and vision care reimbursement account program for a Plan Year shall equal \$2,500 (plus cost of living adjustments permitted under applicable law) (\$2,550 for Plan Years beginning on or after January 1, 2015), prorated for any short Plan Year.~~

~~**10.3—Dental and Vision Care Expenses.** Each Participant under this dental and vision care reimbursement account program will be entitled to receive for each Plan Year reimbursements of Dental and Vision Care Expenses that are incurred during the Plan Year and that are not paid or reimbursed by insurance or otherwise, up to the dollar amount of coverage elected by the Participant for that Plan Year.~~

~~There will be no reimbursement for premiums paid by a Participant for any kind of health insurance. For example, there will not be any reimbursement for premiums paid for other dental plan coverage, including premiums paid for dental coverage under a plan maintained by the employer of the employee's spouse or Dependent.~~

~~Dental and Vision Care Expenses incurred for medicines or drugs may be reimbursed under this dental and vision care reimbursement account program only if the medicine or drug (a) requires a prescription, (b) is available without a prescription (i.e., an over-the-counter medicine or drug) and the individual obtains a prescription, or (c) is insulin.~~

~~The coverage elected for a Plan Year is available only to reimburse expenses that are incurred during the Plan Year. An expense shall be treated as having been incurred when the dental or vision care that gives rise to the expense is provided or at the time the equipment, supplies, or drugs that give rise to the expense are purchased, and not when the Participant is formally billed, charged for, or pays for the expense.~~

~~10.4 — Other Provisions. The provisions contained in 9.4 through 9.7 apply to this dental and vision care reimbursement account program and are hereby incorporated by reference into this Article 10.~~

## ARTICLE 11

~~DEPENDENT CARE REIMBURSEMENT ACCOUNT PROGRAM~~

~~11.1—Separate Program. This article is intended to qualify as a separate-written dependent care assistance program within the meaning of Code Section 129. It is intended that reimbursements under this program be eligible for exclusion from the gross income of Participants under Code Section 129(a). Accordingly, this program shall be interpreted and construed in accordance with Code Section 129 and any regulations or other interpretations thereunder. To the extent that the requirements for such exclusion change under applicable federal law, the limitations and other rules set forth in this article shall automatically change to be consistent with such law.~~

~~This program represents one benefit that may be elected by Participants under the Portland Public Schools Cafeteria Plan, and a Participant under that Plan who elects the Dependent Care Reimbursement Benefit thereunder is deemed to be a Participant under this dependent care reimbursement account program, provided the Participant has one or more qualifying individuals at the time an election is permitted under the Portland Public Schools Cafeteria Plan. A “qualifying individual” means (a) a dependent of the Participant (as defined in Code Section 152(a)(1)) who is under age 13, or (b) a dependent (as defined in Code Section 21(b)(1)(B)) or the spouse of the Participant, if the dependent or spouse is physically or mentally incapable of self-care and has the same principal place of abode as the Participant for more than one-half of the taxable year. An individual shall not be treated as having the same principal place of abode as the Participant if at any time during the taxable year the relationship between the individual and the Participant is in violation of local law.~~

~~11.2—Nondiscrimination Requirements. The contributions and benefits provided under this program shall not discriminate in favor of highly compensated employees (as defined in Code Section 414(q)) or their dependents. The average benefits provided under all dependent care assistance programs of the District to nonhighly compensated employees must be at least 55 percent of the average benefits provided to highly compensated employees under all such programs.~~

~~11.3—Limitations. The amount of coverage that may be elected under this dependent care reimbursement account program for a Plan Year is limited to \$5,000 (the limit is \$2,500 for a married Participant who files a separate federal income tax return for the Plan Year); provided, however, that the coverage for an unmarried Participant shall not exceed the Participant’s earned income for the Plan Year, and the coverage for a married Participant shall not exceed the lesser of the Participant’s earned income or the spouse’s earned income for the Plan Year. “Earned income” means wages, salaries, tips, and other employee compensation, but only if such amounts are includible in gross income for the taxable year, plus the amount of net earnings from self-employment for the taxable year. Earned income shall be computed without regard to any community property laws. Amounts received from pensions and annuities are not included. Amounts to which Code Section 871(a) applies are not included. Earned income shall not include any amounts paid or incurred by any employer for the Participant under this or any other dependent care assistance program. The earned income of a Participant’s spouse for any month during which the spouse is a full-time student at an educational institution described in~~

~~Code Section 170(b)(1)(A)(ii) or is physically or mentally incapable of self-care shall be deemed to be not less than \$250 (if the Participant has one qualifying individual for the Plan Year), or \$500 (if the Participant has two or more qualifying individuals for the Plan Year). A full-time student is an individual who is enrolled at and attends the educational institution during each of five calendar months of the individual's taxable year for the number of course hours that is considered to be a full-time course of study. The enrollment for five calendar months need not be consecutive. School attendance exclusively at night does not constitute a full-time course of study. However, a full-time course of study may include some attendance at night.~~

~~**11.4—Dependent Care Expenses.** Dependent Care Expenses mean expenses for household services and expenses for the care of a qualifying individual, but only if the expenses are incurred to enable the Participant to be employed by the District for a period during which the Participant has a qualifying individual. Expenses for services outside the Participant's household will qualify only if the expenses are for the care of a dependent (as defined in Code Section 152(a)(1)) who is under age 13, or for the care of a qualifying individual who regularly spends at least eight hours each day in the Participant's household. If the outside services are provided by a dependent care center as defined in Code Section 21(b)(2)(D), the expense will qualify only if the dependent care center complies with all applicable laws and regulations of the applicable state or unit of local government. Dependent Care Expenses do not include expenses for services performed by an individual for whom a personal income tax exemption is allowable either to the Participant or the spouse, or expenses for services of a son, stepson, daughter, stepdaughter, or eligible foster child (as defined in Code Section 152(f)(1)(C)) of the Participant who has not attained age 19 at the close of the taxable year. For purposes of the preceding sentence, a Participant's child shall include a Participant's legally adopted child and a child placed with the Participant for adoption.~~

~~**11.5—Administration.** The plan administrator of this dependent care reimbursement account program shall be the same as for the Portland Public Schools Cafeteria Plan. The procedures for making and reviewing claims, plan administration, elections and revocation of elections, and reimbursement requests and payments shall be as set forth in the Portland Public Schools Cafeteria Plan.~~

~~ARTICLE 12~~~~HEALTH SAVINGS ACCOUNT~~

~~**12.1—General.** An Eligible Employee may elect to make pre-tax Compensation reduction contributions to an HSA under 4.1(e) subject to the terms of Article 3 and this article. To make such contributions, the Eligible Employee must (a) be an “eligible individual” within the meaning of Code Section 223(e), (b) be covered by an HDHP coverage option provided by the District, and (c) have established an HSA account with an HSA trustee/custodian satisfactory to the Plan Administrator. If an Eligible Employee elects the Health Savings Account Benefit, the District will contribute to the Eligible Employee’s HSA, subject to the Eligible Employee’s continuing eligibility to contribute to an HSA, an amount as determined by the District and listed on Exhibit C. In no event will an Eligible Employee be allowed to receive such District contribution as a Cash Benefit.~~

~~**12.2—Maximum Amount of Contributions.** In no event shall the annual amount of the Participant's pre-tax Compensation reduction contributions and the District Contributions to the Participant’s HSA exceed the annual limit described in Code Section 223(b). The limit is the annual statutory maximum under Code Section 223(b), as adjusted for cost-of-living increases (\$3,350 for single HDHP coverage and \$6,650 for family HDHP coverage in 2015), plus additional catch-up contribution amounts for Participants who are age 55 or older as described in Code Section 223(b)(3) (\$1,000 for 2015).~~

~~Subject to the following, if the Participant is not eligible to contribute to an HSA for the entire Plan Year under this Article 12, the maximum annual contribution will be prorated for the number of months in which the Participant is eligible to contribute to an HSA. If a Participant is eligible to make HSA contributions during the last month of a Plan Year, however, the Participant’s maximum annual HSA contribution for the Plan Year is the greater of the following:~~

~~(a) — The prorated amount described in the preceding sentence; or~~

~~(b) — The maximum annual HSA contribution under Code Section 223(b)(2)(A) or 223(b)(2)(B) based on the Participant’s HDHP coverage (self-only or family) December 1 of that Plan Year, plus catch-up contributions under Code Section 223(b)(3), if applicable.~~

~~**12.3—Forwarding of Contributions.** The District will forward contributions to the Participant’s HSA that the Participant has established with an HSA custodian or trustee. The Plan Administrator may limit the number of HSA providers to whom it will forward HSA contributions.~~

~~**12.4—Status of HSA.** The HSA Benefit under this Plan consists solely of the Participant’s ability to make pre-tax Compensation reduction contributions to the HSA and the District contributions that are made to the HSA. The terms and conditions of each Participant’s HSA are described in the HSA trust or custodial agreement provided by the applicable trustee or custodian and are not a part of this Plan.~~

~~The HSA is not an employer-sponsored employee benefit plan. It is a savings account that is established and maintained by an HSA trustee or custodian outside this Plan to be used primarily for reimbursement of “qualified medical expenses” as set forth in Code Section 223(d)(2). The District has no authority or control over the Participant’s use of the amounts contributed to the HSA, the investment or distribution of such amounts, or any other aspect of the HSA’s administration. The District’s sole duty is to forward the District contributions and Compensation reduction amounts elected by the Participant to the HSA custodian or trustee. Even though this Plan allows pre-tax Compensation reduction contributions to an HSA, the HSA is not intended to be a benefit plan sponsored or maintained by the District.~~

~~The District has caused this amended and restated Plan to be executed by its duly authorized representative as of the date set forth below.~~

~~**SCHOOL DISTRICT NO. 1,  
MULTNOMAH COUNTY, OREGON**~~

~~By: \_\_\_\_\_~~

~~Date: \_\_\_\_\_~~

~~EXHIBIT A-  
PORTLAND PUBLIC SCHOOLS  
CAFETERIA PLAN~~

~~Plan Years-  
(Referent Section 2.16)~~

~~The Plan Years of the separate premium payment benefits are as follows:~~

~~FEBRUARY 1—JANUARY 31 PLAN YEAR~~

~~ATU/DCU/PFTCE~~

~~Full Time and Part Time Option 1 Employees:~~

- ~~• Kaiser~~
- ~~• Providence Personal Option Plan~~
- ~~• Providence Point of Service~~
- ~~• Trust Dental Plan~~
- ~~• Providence Vision~~
- ~~• Kaiser Vision~~
- ~~• VSP Vision~~
- ~~• Walgreens Prescription Mail Service~~
- ~~• Postal Prescriptions Mail Service~~
- ~~• Wellpartners Prescription Mail Service~~
- ~~• Providence Pharmacy Plan~~
- ~~• Kaiser Mail Service Pharmacy~~
- ~~• Caremark Mail Service Pharmacy~~
- ~~• Caremark Pharmacy Plan~~

~~Part Time Option 2 Employees:~~

- ~~• Kaiser~~
- ~~• Providence Open Option Plan~~
- ~~• Providence Personal Option Plan~~
- ~~• Walgreens Prescription Mail Service~~
- ~~• Postal Prescriptions Mail Service~~
- ~~• Wellpartners Prescription Mail Service~~
- ~~• Providence Pharmacy Plan~~
- ~~• Kaiser Mail Service Pharmacy~~
- ~~• Caremark Mail Service Pharmacy~~
- ~~• Caremark Pharmacy Plan~~

**PAT****~~Full-Time and Part-Time Option 1 Employees:~~**

- ~~● Kaiser~~
- ~~● Trust Preferred Provider Plan~~
- ~~● Providence Personal Option Plan~~
- ~~● Trust Dental Plan~~
- ~~● Kaiser Pharmacy Plan~~
- ~~● Providence Pharmacy Plan~~
- ~~● Caremark Pharmacy Plan~~
- ~~● Caremark Mail Service Pharmacy~~
- ~~● Kaiser Mail Service Pharmacy~~
- ~~● Providence Mail Service Pharmacy~~
- ~~● Trust Vision Plan~~
- ~~● Kaiser Vision Plan~~
- ~~● Trust Vision Plan~~

**~~Part-Time Option 2 Employees:~~**

- ~~● Kaiser~~
- ~~● Trust Indemnity Plan~~
- ~~● Providence Personal Option Plan~~
- ~~● Caremark Prescription Plan~~
- ~~● Caremark Mail Service Pharmacy~~
- ~~● Kaiser Pharmacy Plan~~
- ~~● Kaiser Mail Service Pharmacy~~

**~~OCTOBER 1—SEPTEMBER 30 PLAN YEAR~~****~~NON REPRESENTED AND SEIU EMPLOYEES~~****~~Full-Time and Part-Time Employees:~~**

- ~~● OEBB—ODS Medical Plan 6 PPO~~
- ~~● OEBB—ODS Medical Plan 7 PPO~~
- ~~● OEBB—ODS Medical Plan 9—High Deductible Plan~~
- ~~● OEBB—Kaiser Medical Plan 1A~~
- ~~● OEBB—ODS Dental Plan 4~~
- ~~● OEBB—Kaiser Dental Plan 8~~
- ~~● OEBB—ODS Vision Plan 2~~
- ~~● OEBB—Kaiser Vision Plan 5~~
- ~~● OEBB—Kaiser Pharmacy Plan A~~
- ~~● OEBB—ODS Pharmacy Plan A~~
- ~~● OEBB—ODS Integrated Pharmacy Plan~~
- ~~● OEBB—Kaiser Orthodontia Plan A~~
- ~~● OEBB—ODS Orthodontia Plan~~

**DCU TEAMSTERS****Full-Time and Part-Time Employees:**

- ~~Teamsters Trust Medical Plan A~~
- ~~Teamsters Kaiser Permanente Plan A~~
- ~~Providence Health Plan PPO Plan A~~
- ~~Teamsters Trust Kroger Pharmacy Plan A~~
- ~~Teamsters Trust Dental Plan A~~
- ~~Teamsters Trust VSP Vision Plan~~

~~**EXHIBIT B-  
PORTLAND PUBLIC SCHOOLS  
CAFETERIA PLAN**~~

~~**Cash Out of District Contribution  
(Referent Section 4.1(d))**~~

~~A Participant for whom the Plan Year under Exhibit A would be October 1 through September 30 shall be entitled to \$275 in taxable cash compensation in each month in which he or she elects not to receive (and does not receive) coverage under the District's medical, dental, and vision plans, provided the Participant demonstrates to the Plan Administrator's satisfaction that he or she has coverage under another group medical plan, including a government provided basic medical plan.~~

~~EXHIBIT C  
PORTLAND PUBLIC SCHOOLS  
CAFETERIA PLAN~~

~~District Contribution  
(Referent Section 5.1(c))~~

~~The amount of the District monthly contribution for each Plan Year for each Participant shall be the District's share of the premium for coverage under the District provided group health plans.~~

~~The District will contribute the following additional amount for each Eligible Employee who elects the Health Savings Account Benefit described in 4.1(e): (1) \$150 per month for an Eligible Employee enrolled in self-only coverage under a District provided HDHP option, or (2) \$275 per month for an Eligible Employee enrolled in family coverage under a District provided HDHP option.~~

~~Fourth Amendment  
February 1, 2015  
(Exhibit C eff  
October 1, 2014)~~



**BOARD POLICY  
CAFETERIA PLAN**

**5.10.090-P**

**PORTLAND PUBLIC SCHOOLS  
CAFETERIA PLAN**

**Amended and Restated  
Effective January 1, 2006**

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**PORTLAND PUBLIC SCHOOLS****CAFETERIA PLAN****PARTIES**

THIS AMENDED AND RESTATED PLAN is adopted effective January 1, 2006, by the School District No. 1, Multnomah County, Oregon (“District”).

**RECITALS**

The District established the Portland Public Schools Cafeteria Plan (the “Plan”) effective May 1, 1994.

The Plan was last amended effective January 1, 2005.

The District intends that this Plan continue to satisfy the requirements of Section 125 of the Internal Revenue Code of 1986, as amended.

The District desires to amend the Plan to comply with changes in applicable federal law and in certain other respects, and to restate the Plan.

**AMENDMENT AND RESTATEMENT**

The PORTLAND PUBLIC SCHOOLS CAFETERIA PLAN is hereby amended and restated effective January 1, 2006, as set forth herein.

**ARTICLE 1****NAME AND EFFECTIVE DATE**

**1.1 Name.** This Plan shall be known as the Portland Public Schools Cafeteria Plan.

**1.2 Effective Date.** The effective date of this amended and restated Plan is January 1, 2006. The benefits payable to or on behalf of a Participant in the Plan in accordance with the following provisions shall not be affected by the terms of any amendment to the Plan adopted after the Participant separates from service with the District unless the amendment expressly provides otherwise.

**ARTICLE 2****DEFINITIONS**

Whenever used herein, unless the context clearly indicates otherwise, masculine, feminine, and neuter words may be used interchangeably, singular shall mean the plural and vice versa, and the following words and phrases shall have the following meanings when used with an initial capital letter:

**2.1** “**Account**” means the separate record or records maintained by the Plan Administrator in the name of a Participant in accordance with this Plan.

**2.2** “**Benefit Package Option**” means a qualified benefit under Code Section 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan).

**2.3** “**Code**” means the Internal Revenue Code of 1986, as amended, and successor Codes thereto.

**2.4** “**Compensation**” means an Eligible Employee’s wages or salary from the District during the Plan Year for personal services rendered, including bonuses, overtime, commissions, and other forms of remuneration includable in gross income.

**2.5** “**Dental and Vision Care Expense**” means an expense incurred by a Participant on behalf of the Participant or the Participant’s spouse, Dependent, or child (as defined in Code Section 152(f)(1)) who has not attained age 27 as of the end of the Participant’s taxable year, for dental or vision care as defined in Code Section 223(c) which is medical care as defined under Code Section 213(d), but only to the extent such expense is reimbursable under the separate dental and vision care reimbursement account program set forth in Article 10 and not used as a deduction on the Participant’s federal income tax return.

**2.6** “**Dependent Care Expenses**” means expenses described in 11.4 that are incurred by a Participant and are considered employment-related expenses as defined in Code Section 21(b)(2), but only to the extent that such amounts are reimbursable under the separate dependent care assistance program set forth in Article 11 and are not used by the Participant to obtain a credit against the Participant’s federal income tax for employment-related expenses under Code Section 21.

**2.7** “**Dependent**” means, for purposes of 2.10, 2.18, and 4.3, a person who is a Participant’s dependent as defined in Code Section 152, except that, for purposes of accident or health coverage, any child to whom Code Section 152(e) applies is treated as a dependent of both parents, and, for purposes of dependent care assistance provided through a cafeteria plan, a dependent means a qualifying individual (as defined in Code Section 21(b)(1)) with respect to the Participant. For purposes of 2.5, 2.11, Article 9, and Article 10, a Dependent means a person who is a Participant’s dependent as defined in Code Section 105(b).

**2.8** “**District**” means School District No. 1, Multnomah County, Oregon.

**2.9** “**Eligible Employee**” means any District employee, other than the following individuals:

(a) An employee who is a member of a collective bargaining unit that has bargained in good faith with the District over the benefits provided under this Plan and the bargaining agreement does not specifically require participation in this Plan;

(b) A student worker;

(c) An employee who is employed on an on-call basis, a limited-term employee, or an employee who does not have regularly scheduled hours of employment, including classified substitutes but excluding substitute teachers;

(d) A person who performs services for the District pursuant to an agreement between the District and an organization that leases employees (including a person who is not an employee, but who is treated as an employee, for purposes of Code Sections 106, 125, and 129, by reason of being a “leased employee” as defined in Code Section 414(n));

(e) A self-employed person as defined in Code Section 401(c);

(f) A person who performs services for the District but who is treated for payroll tax purposes as other than an employee of the District (and regardless whether the person may subsequently be determined by a governmental agency, by the conclusion or settlement of threatened or pending litigation, or otherwise to be or have been an employee of the District); and

(g) An employee who has regularly scheduled hours of employment but is less than half-time.

Notwithstanding the foregoing, substitute teachers are excluded from the definition of “Eligible Employee” for purposes of the Premium Payment Benefit described in 4.1(a) only.

**2.10** “**Family Member Plan**” means a cafeteria plan or Qualified Benefits Plan sponsored by the employer of the Participant’s spouse or the Participant’s Dependent.

**2.11** “**Health Care Expense**” means an expense incurred by a Participant on behalf of the Participant or the Participant’s spouse, Dependent, or child (as defined in Code Section 152(f)(1)) who has not attained age 27 as of the end of the Participant’s taxable year, for medical care as defined under Code Section 213(d), but only to the extent such expense is reimbursable under the separate health care reimbursement account program set forth in Article 9 and not used as a deduction on the Participant’s federal income tax return.

**2.12** **“Health Savings Account”** means a health savings account (“HSA”) as defined by Code Section 223(d). An HSA is an individual trust or custodial account separately established and maintained outside the Plan by a Participant and a qualified trustee or custodian.

**2.13** **“Participant”** means an Eligible Employee who has commenced and continues participation in the Plan as provided in Article 3.

**2.14** **“Plan”** means this Portland Public Schools Cafeteria Plan, as amended from time to time.

**2.15** **“Plan Administrator”** means such person or persons appointed by the District to control and manage the operation and administration of the Plan. In the absence of such an appointment, the District shall be the Plan Administrator.

**2.16** **“Plan Year”** means, with respect to the health care reimbursement account program, dental and vision care reimbursement account program, and the dependent care reimbursement account program, the calendar year (January 1 through December 31). The initial Plan Year of the dental and vision care reimbursement account program shall be a short Plan Year of October 1, 2013, through December 31, 2013.

Notwithstanding the foregoing, with respect only to Eligible Employees whose Premium Payment Benefit’s Plan Year is October 1 through September 30, the Plan Year for the health care reimbursement account program and dental and vision care reimbursement account program that begins January 1, 2014, shall be a short Plan Year of January 1, 2014, through September 30, 2014, and, beginning October 1, 2014, the Plan Year shall be October 1 through September 30.

With respect to the Premium Payment Benefit described in 4.1(a), the Plan Year means the plan year of the underlying group health plans. To the extent that the underlying group health plans have differing plan years, there shall be a separate Premium Payment Benefit for each group of group health plans that have the same plan year. The Plan Years for the Premium Payment Benefits are described in Exhibit A, which is attached hereto and incorporated by this reference herein. Exhibit A may be revised from time to time by the Plan Administrator without a formal amendment of this Plan document.

**2.17** **“Qualified Benefits Plan”** means an employee benefit plan governing the provision of one or more benefits that are qualified benefits under Code Section 125(f). A plan does not fail to be a Qualified Benefits Plan merely because it includes a flexible spending arrangement (as defined in Code Section 106(c)(2)), provided that the flexible spending arrangement meets the requirements of Code Section 125 and the regulations thereunder.

**2.18** **“Similar Coverage”** means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage provide Similar Coverage. A health flexible spending arrangement is not Similar Coverage with respect to an accident or health plan that is not a health flexible spending arrangement. Coverage provided by another employer, such as a spouse’s or Dependent’s employer, may be treated as providing Similar Coverage if it satisfies the requirements of this section.

## ARTICLE 3

## ELIGIBILITY

**3.1 Eligibility for Participation.** An Eligible Employee shall be eligible to participate in this Plan on the first day of the calendar month after he or she has completed one full calendar month of employment.

**3.2 Termination of Participation.** In the event a Participant transfers to an ineligible class of employees or terminates employment with the District, the Participant's participation in this Plan shall cease as of the date of such transfer or termination, except as specifically provided for in this Plan.

**3.3 Transfer from Ineligible to Eligible Class.** In the event an ineligible employee transfers to the eligible class, he or she shall be eligible to participate in the Plan on the first day of the calendar month following the transfer if he or she is a former Participant or has previously satisfied the requirements of 3.1 and would have previously been eligible to participate if he or she had been in the eligible class.

**3.4 Special Rules.** Notwithstanding the provisions of 3.1, the following special rules apply.

(a) **Eligibility for HSA.** To be eligible to elect the Health Savings Account Benefit described in 4.1(e), an Eligible Employee must elect coverage under a District-provided high deductible health plan ("HDHP") option that satisfies Code Section 223(c)(2). An employee is not eligible to elect the Health Savings Account Benefit if he or she elects coverage under the Health Care Expense Reimbursement Benefit described in 4.1(b) or is covered under a general purpose, nonsuspended health reimbursement arrangement provided by the District outside the Plan. An Eligible Employee must also meet additional requirements as described in Article 12 to elect the Health Savings Account Benefit.

(b) **Eligibility for Health Care Expense Reimbursement Benefit.** An employee is not eligible to elect coverage under the Health Care Expense Reimbursement Benefit described in 4.1(b) if he or she elects coverage under a District-provided HDHP option, the Health Savings Account Benefit described in 4.1(e), or the Dental and Vision Care Expense Reimbursement Benefit described in 4.1(c).

(c) **Eligibility for Dental and Vision Care Expense Reimbursement Benefit.** An employee is not eligible to elect coverage under the Dental and Vision Care Expense Reimbursement Benefit described in 4.1(c) he or she elects coverage under the Health Care Expense Reimbursement Benefit described in 4.1(b).

**ARTICLE 4****PARTICIPATION**

**4.1 Election to Participate.** The participation election form shall be signed by the Eligible Employee, shall designate the benefits in which the Eligible Employee elects to participate, and shall designate the Plan Year (or the remaining portion of the Plan Year) as the time period for which participation will be effective. The election form shall also specify the amounts by which the employee's Compensation shall be reduced or the amount of such reduction shall be determinable from that form. A Participant's Compensation reduction election must satisfy the minimum and maximum elective contribution requirements in 5.3.

An election form filed by a Participant is subject to acceptance, modification, or rejection by the Plan Administrator. The Plan Administrator may modify or reject an election in order to satisfy the terms of this Plan or applicable legal requirements.

Subject to 3.4, an Eligible Employee may elect to receive one or more of the following benefits, all of which (except the cash benefit) shall be paid or reimbursed under this Plan by a Compensation reduction agreement with the employee:

- (a) **Premium Payment Benefit.** This benefit consists of the Participant's share of the cost of the premiums under the District-provided group health plans to the extent that coverage under such plans is excludible from income under Code Section 106. The terms, conditions, and benefits of the various health plans are set forth in separate plan documents which are incorporated herein by this reference.
- (b) **Health Care Expense Reimbursement Benefit.** This benefit consists of Health Care Expenses incurred by the Participant that are reimbursable under the health care reimbursement account program set forth in Article 9.
- (c) **Dental and Vision Care Expense Reimbursement Benefit.** This benefit consists of Dental and Vision Care Expenses incurred by the Participant that are reimbursable under the dental and vision care reimbursement account program set forth in Article 10.
- (d) **Dependent Care Expense Reimbursement Benefit.** This benefit consists of Dependent Care Expenses incurred by the Participant that are reimbursable under the dependent care assistance program set forth in Article 11.
- (e) **Health Savings Account Benefit.** This benefit consists of pre-tax Compensation reduction contributions and District contributions as described in Article 12 to a qualifying HSA established and maintained outside the Plan.
- (f) **Cash Benefit.** This benefit consists of taxable cash compensation payable in substantially equal amounts ratably over the Plan Year or over the portion of the Plan Year during which the Participant's Compensation is generally

paid when the Participant has elected to be compensated on a school year basis. An eligible Participant may elect to receive a portion of the District contribution (other than the District contribution to an HSA) as taxable cash compensation instead of electing coverage under a District-provided group health plan. The eligibility and other requirements for cashing out the District contribution are set forth in Exhibit B, which is attached hereto and incorporated by reference herein. Exhibit B may be revised from time to time by the Plan Administrator without a formal amendment of this Plan document.

**4.2 Election Procedures.** The following rules shall govern an Eligible Employee's elections under this Plan:

(a) **Initial Participation.** Except as otherwise provided in 4.3, if the Eligible Employee does not make the participation election before the employee is to begin participation under 3.1, the employee's election may be made only

during the annual open enrollment period and will be effective as of the first day of the Plan Year to which the open enrollment period applies.

(b) **Continuation of Participation.** A Participant shall make a new election for each Plan Year to continue participation in the Plan. A Participant's election shall be made during the annual open enrollment period chosen by the Plan Administrator, prior to the beginning of the Plan Year to which the election applies. The first day of that Plan Year shall be the effective date of the Participant's participation for that Plan Year.

(c) **Eligible Expenses.** Expenses eligible for reimbursement under a reimbursement benefit elected by the Participant shall be only the eligible expenses incurred by the Participant after the effective date of the employee's participation and during the Plan Year for which the election is made. Expenses incurred before or after the applicable Plan Year or the period of coverage shall not be reimbursable from amounts contributed by the District on behalf of the Participant during the applicable Plan Year.

(d) **Additional Eligibility Requirements.** The program and plan documents incorporated by reference into this Plan may have their own eligibility requirements for participation. The eligibility rules of this Plan are in addition to and do not override the eligibility rules of the benefit programs or plans that have been incorporated by reference herein.

**4.3 Revocation and Changes.** Once made, a Participant's election shall be effective for the entire Plan Year for which made and shall not be revoked or changed except as provided in this section. The reasons for which revocations or changes in elections provided in this section are permitted may be restricted pursuant to nondiscriminatory rules adopted by the Plan Administrator that are consistently applied. Except as provided below, benefit election changes must be made within 31 days after the event that entitles the Participant to make the election change. With respect to a benefit election change made under 4.3(c) on account of losing coverage under Medicaid or a state child health plan ("CHIP") or becoming eligible for a premium assistance subsidy under Medicaid or CHIP, the election change must be made within 60 days after the loss of coverage or the determination of eligibility, as applicable.

Notwithstanding the foregoing, an election to contribute to an HSA can be changed or revoked as provided in 4.3(h).

If any election change is conditioned upon an individual obtaining (or ceasing) coverage under another plan, the Plan Administrator may rely on a Participant's certification that the individual has or will obtain (or does not have or will cease) coverage under the other plan (unless the Plan Administrator has reason to believe that the certification is incorrect).

(a) **Significant Cost or Coverage Changes.** This 4.3(a) sets forth rules for election changes as a result of changes in cost or coverage. This 4.3(a) does not allow election changes with respect to the Health Care Expense

Reimbursement Benefit described in 4.1(b) or the Dental and Vision Care Expense Reimbursement Benefit described in 4.1(c).

(1) **Cost Changes.**

(A) **Automatic Changes.** If the cost of a Qualified Benefits Plan increases or decreases during a Plan Year and, under the terms of the plan, Participants are required to make a corresponding change in their payments, the Plan Administrator may, on a reasonable and consistent basis, automatically make a

prospective increase or decrease, as the case may be, in the affected Participants' Compensation reduction contributions for such plan.

**(B) Significant Cost Changes.** If the Plan Administrator determines that the cost charged to a Participant for a Benefit Package Option has significantly increased or decreased during a Plan Year, the Participant may make a corresponding change in election under the Plan. Changes that may be made include commencing participation in the Plan for the Benefit Package Option with a decrease in cost, or, in the case of an increase in cost, revoking an election for that coverage and, in lieu thereof, either receiving on a prospective basis coverage under another Benefit Package Option providing Similar Coverage or dropping coverage if no other Benefit Package Option providing Similar Coverage is available.

**(C) Application of Cost Changes.** For purposes of 4.3(a)(1)(A) and (B), a cost increase or decrease means an increase or decrease in the amount of the Compensation reduction contributions under the Plan, whether that increase or decrease results from an action taken by the Participant or the Employer.

**(D) Application to Dependent Care.** This 4.3(a)(1) applies in the case of a dependent care assistance plan only if the cost change is imposed by a dependent care provider who is not a relative of the Participant. For this purpose, a relative is an individual who is related as described in Code Sections 152(d)(2)(A) through (G), incorporating the rule of Code Section 152(f)(4).

**(2) Coverage Changes.**

**(A) Significant Curtailment Without Loss of Coverage.** If a Participant (or a spouse or Dependent) has a significant curtailment of coverage under a plan during the Plan Year that is not a loss of coverage as described in 4.3(a)(2)(B) (such as a significant increase in the deductible, the copay, or the out-of-pocket cost sharing limit under an accident or health plan), any Participant who had been participating in the plan and receiving that coverage may revoke his or her election for that coverage and, in lieu thereof, elect to receive on a prospective basis coverage under another Benefit Package Option providing Similar Coverage. Coverage under a plan is significantly curtailed only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

**(B) Significant Curtailment With Loss of Coverage.**

If a Participant (or a spouse or Dependent) has a significant curtailment that is a loss of coverage, that Participant may revoke his or her election under the Plan and, in lieu thereof, elect either to receive on a prospective basis coverage under another Benefit Package Option providing Similar Coverage or to drop coverage if no Benefit Package Option providing Similar Coverage is available. A loss of coverage means a complete loss of coverage under the Benefit Package Option or other coverage option (including the elimination of a Benefit Package Option, an HMO ceasing to be available in the area where the individual resides, or the individual losing all coverage under the option by reason of an overall lifetime or annual limitation). The Plan Administrator may, in its discretion (which may be exercised on a case-by-case basis provided that the exercise of discretion does not discriminate in favor of highly compensated Participants), treat the following as a loss of coverage:

- (i) A substantial decrease in the medical care providers available under the option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the physicians participating in a preferred provider network or an HMO);
- (ii) A reduction in the benefits for a specific type of medical condition or treatment with respect to which the Participant, spouse, or Dependent is currently in a course of treatment; or
- (iii) Any other similar fundamental loss of coverage.

**(C) Addition or Improvement of a Benefit Package Option.** If a plan adds a new Benefit Package Option or other coverage option, or if coverage under an existing Benefit Package Option or other coverage option is significantly improved during a Plan Year, eligible Participants (whether or not they have previously made an election under the Plan or have previously elected the Benefit Package Option) may revoke their election under the Plan and, in lieu thereof, make an election on a prospective basis for coverage under the new or improved Benefit Package Option.

**(3) Change in Coverage Under Another Employer Plan.** A Participant may make a prospective election change that is on account of and

corresponds with a change made under another employer plan (including a plan of the Employer or of another employer) if:

(A) The other cafeteria plan or Qualified Benefits Plan permits participants to make an election change that would be permitted under paragraphs (b) through (g) of Treasury Regulation Section 1.125-4 (disregarding Treasury Regulation Section 1.125-4(f)(4)); or

(B) The Plan permits Participants to make an election for a Plan Year that is different from the plan year under the other cafeteria plan or Qualified Benefits Plan.

(4) **Loss of Coverage Under Other Group Health Coverage.** A Participant may make an election on a prospective basis to add coverage under the Plan for the Participant, spouse, or Dependent if the Participant, spouse, or Dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including the following:

(A) A state's children's health insurance program under Title XXI of the Social Security Act;

(B) A medical care program of an Indian Tribal government, the Indian Health Service, or a tribal organization;

(C) A state health benefits risk pool; or

(D) A foreign government group health plan.

(b) **Change in Status.** A Participant may revoke an election during a Plan Year and make a new election for the remaining portion of the Plan Year if both (1) and (2) below are satisfied.

(1) One of the following change-in-status events occurs:

(A) **Legal Marital Status.** An event that changes a Participant's legal marital status, including marriage, death of spouse, divorce, legal separation, and annulment.

(B) **Number of Dependents.** An event that changes a Participant's number of Dependents, including birth, death, adoption, and placement for adoption (as defined in regulations under Code Section 9801).

(C) **Employment Status.** Any of the following events that change the employment status of the Participant, the Participant's spouse, or the Participant's Dependent: a termination or commencement of employment; a strike or lockout; a

commencement of or return from an unpaid leave of absence; and a change in worksite. In addition, if the eligibility conditions of the cafeteria plan or other employee benefit plan of the employer of the Participant, spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this 4.3(b)(1)(C). If a Participant terminates employment and cancels coverage during the period of unemployment, and resumes employment within 30 days (without any other intervening event that would permit a change in election), the Participant's prior election for the Plan Year is automatically reinstated. If a Participant terminates employment and cancels coverage during the period of unemployment, and resumes employment more than 30 days following termination, the Participant may return to the election in effect prior to termination of employment or make a new election under the Plan.

**(D) Dependent Satisfies or Ceases to Satisfy Eligibility Requirements.** An event that causes a Participant's Dependent to satisfy or cease to satisfy the eligibility requirements for coverage due to attainment of age, student status, or any similar circumstance.

**(E) Residence.** A change in the place of residence of the Participant, spouse, or Dependent.

**(F) Nondependent Children.** A change-in-status event described above that affects a Participant's child who is under age 27 and not a Dependent, including becoming newly eligible for coverage or eligible for coverage beyond the date on which the child otherwise would have lost coverage.

This subsection (F) shall be effective on the first day of the first Plan Year beginning after March 30, 2010.

(2) The election change satisfies the following consistency rules:

(A) An election change satisfies the requirements of this 4.3(b)(2) if the election change is on account of and corresponds with a change in status that affects eligibility for coverage under an employer's plan. A change in status that affects eligibility under an employer's plan includes a change in status that results in an increase or decrease in the number of a Participant's family

members or Dependents who may benefit from coverage under the plan. An election change also satisfies the requirements of this 4.3(b)(2) if the election change is on account of and corresponds with a change in status that affects expenses described in Code Section 129 (including employment-related expenses as defined in Code Section 21(b)(2)) with respect to dependent care assistance.

(B) If the change in status is the Participant's divorce, annulment, or legal separation from a spouse, the death of a spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, a Participant's election under the Plan

to cancel accident or health insurance coverage for any individual other than the spouse involved in the divorce, annulment, or legal separation, the deceased spouse or Dependent, or the Dependent that ceased to satisfy the eligibility requirements for coverage, respectively, fails to correspond with that change in status. In addition, if a Participant, spouse, or Dependent gains eligibility for coverage under a Family Member Plan as a result of a change in marital status under 4.3(b)(1)(A) or a change in employment status under 4.3(b)(1)(C), a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the Family Member Plan.

(c) **Special Enrollment Rights.** To the extent that the group health plan benefits described in 4.1 are subject to the special enrollment rules provided in Section 2701(f) of the Public Health Service Act, a Participant who is entitled to special enrollment rights may revoke his or her election with respect to coverage under such group health plan during a Plan Year and make a new election that corresponds with the special enrollment rules.

(d) **Judgment, Decree, or Order.** The Plan Administrator may change a Participant's election to provide group health plan coverage for the Participant's child (or for a foster child who is a Dependent of the Participant) if a judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody requires accident or health coverage for the child under the Participant's plan. A Participant may change his or her election to cancel group health plan coverage for the child if such an order requires the spouse, former spouse, or other individual to provide coverage for the child, and that coverage is, in fact, provided.

(e) **Entitlement to Medicare or Medicaid.** A Participant may prospectively cancel or reduce the Participant's, spouse's, or Dependent's coverage under an accident or health plan if the Participant, spouse, or Dependent becomes entitled to coverage (i.e., becomes enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). In addition, if a Participant, spouse, or Dependent who has been entitled to such coverage under Medicare or Medicaid loses eligibility for such coverage, the Participant may make a prospective election to commence or increase the Participant's, spouse's, or Dependent's coverage under the accident or health plan.

(f) **Family and Medical Leave Act.** A Participant taking leave under the Family and Medical Leave Act ("FMLA") may revoke an existing election of accident or health plan coverage and make such other election for the remaining portion of the Plan Year as may be provided for under the FMLA.

(g) **Cessation of Required Contributions.** Except as otherwise provided in 5.4 with respect to eligible Dependent Care Expenses, a benefit will cease to be provided to a Participant if the Participant fails to make the required premium payments with respect to the benefit (e.g., a Participant ceases to make premium payments for health care reimbursement account program coverage after a termination of employment). However, in such case, the former Participant may not again make a new benefit election for the remaining portion of the Plan Year.

(h) **HSA Election Changes.** A Participant's election to make pre-tax Compensation reduction contributions to an HSA can be prospectively changed on a monthly basis. Only one election change may be made per month. HSA contribution elections can be prospectively revoked if the Participant becomes ineligible to make HSA contributions. If HSA contributions are changed, the contribution amounts must continue to satisfy the HSA contribution limits described in Article 12. Election changes or revocations will be effective beginning with the payroll period during which the election change or revocation is received by the Plan Administrator (provided that the Compensation for that payroll period has not become currently available), unless the Participant elects a later effective date.

(i) **Additional Group Health Plan Election Changes.** A Participant may prospectively revoke an election of coverage under a group health plan that provides minimum essential coverage (as defined in Code Section 5000A(f)(1)) if either (1) or (2) below is satisfied. This 4.3(i) does not allow election changes with respect to the Health Care Expense Reimbursement Benefit described in 4.1(b) or the Dental and Vision Care Expense Reimbursement Benefit described in 4.1(c).

(1) **Reduction in Hours of Service.** An election change may be made due to a reduction in hours if both (A) and (B) are satisfied.

(A) The Participant was in an employment status under which he or she was reasonably expected to average at least 30 hours of service a week and the Participant's status is changed so that he or she will reasonably be expected to average less than 30 hours of service a week.

(B) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage. The new coverage must be effective no later than the first day of the second month following the month in which the original coverage was revoked.

(2) **Enrollment in a Qualified Health Plan Through an Exchange.**

An election change may be made due to enrollment in a qualified health plan if both (A) and (B) are satisfied.

(A) The Participant is eligible for a special enrollment period (as provided in 45 CFR § 155.420(d)) to enroll in a qualified health plan through an exchange established under Section 1311 of the Patient Protection and Affordable Care Act or the Participant seeks to enroll in a qualified health plan through an exchange during the exchange's annual open enrollment period.

(B) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in a qualified health plan through an exchange. The new coverage must be effective no later than the day immediately following the last day of the original coverage that is revoked.

## ARTICLE 5

## CREDITS AND REIMBURSEMENT PROCEDURES

**5.1 Credits to Plan.** The following rules shall govern the Compensation reduction credits to this Plan during a Plan Year:

(a) **Establishment of Accounts.** For each Participant, the Plan Administrator shall establish a separate Account for each reimbursement benefit under 4.1 for the Plan Year.

(b) **Compensation Reduction Credits.** For each Participant, the amount by which the Participant elects to reduce his or her Compensation for a specific benefit shall be deducted from the Participant's Compensation during the Plan Year by payroll deduction and credited to the Participant's Account for such benefit, credited against the cost of that benefit as determined by the Plan Administrator, or, for HSA contributions, deposited with the HSA trustee/custodian maintaining the Participant's HSA.

(c) **District Contributions.** Prior to the beginning of each Plan Year, the District shall determine the amount to be credited to each Participant for the purchase of benefits described in 4.1. The amount so established for each Plan Year shall be set forth in Exhibit C, to be attached hereto and incorporated by reference herein. The Plan Administrator may change the District contribution amount set forth in Exhibit C without amending this Plan. District contributions or credits may be made in substantially ratable installments throughout the Plan Year.

(d) **Records of Contributions.** The Plan Administrator shall maintain appropriate records and shall record the amounts credited for a Participant for a specified benefit under (b) and (c) above in the Participant's Account established for such benefit.

(e) **Allocation of Expense.** An eligible Dependent Care Expense submitted for reimbursement by a Participant shall be paid only from the Account established for such Participant for such expense and only to the extent of the amount recorded in the Account (after deducting earlier reimbursements made during the Plan Year). The maximum amount of Health Care Expense reimbursement under Article 9 or Dental and Vision Care Expense reimbursement under Article 10 must be available at all times during the Plan Year (properly reduced as of any particular time for prior reimbursements for the same Plan Year). Thus, the maximum amount of Health Care Expense or Dental and Vision Care Expense reimbursements at any particular time during the Plan Year cannot be limited to the amount recorded in the applicable Account at that time. Reimbursement will be deemed to be available at all times if it is paid at least monthly or when the total amount of the claims to be submitted is at least a specified, reasonable minimum amount (e.g. \$50).

(f) **Unused Amounts.** An amount remaining in an Account after the Participant has submitted all reimbursable expenses for the Plan Year of the type for which the Account is established, shall not be carried over to a subsequent Plan Year, nor shall such amount be paid, directly or indirectly, to the Participant in cash or in the form of any other benefit.

**5.2 Reimbursement Payment Procedures.** The following rules shall govern the reimbursement of a Participant's eligible expenses under the Health Care Expense Reimbursement Benefit, the Dental and Vision Care Expense Reimbursement Benefit, and the Dependent Care Expense Reimbursement Benefit.

(a) **Reimbursement Request.** The Participant shall submit a written request for reimbursement on the form or forms provided by the Plan Administrator. Requests for reimbursement shall be made at such time or times as specified by the Plan Administrator; however, eligible expenses incurred during a Plan Year must be submitted for reimbursement not later than three months after the close of the Plan Year. Eligible expenses that are not submitted on a timely basis in accordance with this 5.2(a) shall not be reimbursed.

(b) **Documentation.** A Participant's written request for reimbursement shall establish that the expense was incurred during the applicable time period, and must state that the amount has not been reimbursed and is not reimbursable under any other health plan or dependent care plan, and that the amount will not be used in connection with a deduction or credit on the Participant's federal income tax return. No advance reimbursement may be made of future or projected expenses. The written request must be accompanied with a written statement from an independent third party stating that the expense has been incurred and the amount of such expense.

(c) **Payment.** A Participant's request for reimbursement, when approved by the Plan Administrator, shall be paid as soon as reasonably practicable following such approval. Payments shall only be made in reimbursement to a Participant and shall not be made directly to a service provider. Except as provided in 5.1(e), reimbursements to a Participant shall not exceed the amount available in the Participant's Account for the type of expense for which reimbursement is requested.

**5.3 Amount of Elective and Nonelective Contributions.** The maximum amount of nonelective contributions available to any Participant under this Plan for a Plan Year shall equal the District contributions under 5.1(c). The maximum amount of elective contributions available to any Participant under this Plan for a Plan Year shall equal the annual amount of the Participant's share of the cost of the District-provided group health plan premiums for the Premium Payment Benefit, plus \$20,000.

The minimum amount of elective contributions that may be elected by any Participant under the health care reimbursement account program, the dental and vision care reimbursement account program, and the dependent care reimbursement account program shall

be \$20 per month for each program. The maximum amount for credit to the Participant's HSA is as described in Article 12.

Notwithstanding the foregoing, the maximum amount of salary reduction contributions available to any Participant under this Plan for a Plan Year for the health care reimbursement account program or dental and vision care reimbursement account program shall equal \$2,500 (plus cost-of-living adjustments permitted under applicable law) (\$2,550 for Plan Years beginning on or after January 1, 2015), prorated for any short Plan Year.

**5.4 Expense Reimbursement After Participation Terminates.** If, during a Plan Year, a Participant terminates employment, transfers to an ineligible class of employees, or ceases to make required contributions, he or she may nevertheless submit eligible Dependent Care Expenses incurred during the remainder of that Plan Year to the Plan Administrator for reimbursement under the dependent care reimbursement account program.

If a Participant terminates employment with the District or transfers to an ineligible class of employees and revokes his or her existing benefit elections, the Plan Administrator shall reimburse the Participant for any amount previously paid for coverage or benefits under the health care reimbursement account program or dental and vision care reimbursement account program relating to the period after the termination or transfer.

**5.5 Qualified Reservist Distributions.** Notwithstanding any other Plan provision to the contrary, a Participant may request a qualified reservist distribution from the Participant's health care reimbursement Account or dental and vision care reimbursement Account. The term "Account" as used in this 5.5, refers only to the foregoing two Accounts.

(a) **Definition of Qualified Reservist Distribution.** A qualified reservist distribution is a distribution to a Participant of all or a portion of the balance in the Participant's Account if: (1) the Participant is a qualified reservist as defined in (b) below, and (2) the request for a distribution is made during the period specified in (e) below.

(b) **Definition of Qualified Reservist.** A qualified reservist is a Participant who is, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), ordered or called to active duty for a period of 180 days or more or for an indefinite period. The Plan Administrator may rely on the order or call to determine the period of active duty. If the order or call specifies that the period is for 180 days or more or is indefinite, the Participant is a qualified reservist, even if the actual period of active duty is less than 180 days or is otherwise changed. If the period of active duty specified in the order or call is less than 180 days, the Participant is not a qualified reservist unless subsequent calls or orders increase the total period of active duty to 180 days or more.

(c) **Amount Available.** The amount available as a qualified reservist distribution is the amount contributed to the Participant's Account as of the date of the request for distribution minus reimbursements received from the Account as of the date of the request.

(d) **Procedures.** A Participant must make a written request to the Plan Administrator to receive a qualified reservist distribution. The Plan Administrator must receive a copy of the order or call to active duty before a distribution can be made. Only one qualified reservist distribution is permitted with respect to a Participant during a Plan Year. A Participant may submit requests for reimbursement for medical expenses incurred before the date of the request for a qualified reservist distribution and such reimbursements will be paid in accordance with Article 5 (taking into account the amount of the qualified reservist distribution as a reimbursement). A Participant may not submit requests for reimbursement for medical expenses incurred on or after the date of the request for distribution.

(e) **Timing of Requests and Distributions.** A request for a qualified reservist distribution must be made on or after the date of the order or call to active duty and before the last day of the Plan Year during which the order or call to active duty occurred. The health care reimbursement account program or dental and vision care reimbursement account program, as applicable, shall pay the qualified reservist distribution to the Participant within a reasonable time, but not more than 60 days after the date of the request for a distribution. A qualified reservist distribution may not be made with respect to a Plan Year ending before the order or call to active duty.

## ARTICLE 6

## CLAIMS PROCEDURE

**6.1 Initial Claim.** Any person claiming a premium payment benefit under this Plan shall present the claim in writing to the Plan Administrator. Any person claiming a Dependent Care Expense Reimbursement Benefit, a Health Care Expense Reimbursement Benefit, or a Dental and Vision Care Expense Reimbursement Benefit under this Plan shall present the claim in writing to the entity that administers those benefits (“Claim Reviewer”). For purposes of this article, the person claiming a benefit (or his or her authorized representative) shall be referred to as the “Claimant.”

**6.2 Decision on Initial Claim.**

(a) **Time Period for Denial Notice.** A decision shall be made on the claim as soon as practicable and shall be communicated in writing by the Plan Administrator or Claim Reviewer to the Claimant within a reasonable period after receipt of the claim by the Plan Administrator or Claim Reviewer.

(b) **Contents of Notice.** If the claim is wholly or partially denied, the notice of denial shall indicate:

- (1) The specific reasons for the denial;
- (2) The specific references to pertinent Plan provisions on which the denial is based;
- (3) A description of additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (4) An explanation of the Plan’s claim review procedure.

**6.3 Review of Denied Claim.** If a Claimant receives a notice of denial, the Claimant may request a review of the claim. The request for review is made by personally delivering or mailing a written request for review, prepared by either the Claimant or his or her authorized representative, to the Plan Administrator. The Claimant’s request for review must be made within 60 days after receipt of the notice of denial. If the written request for review is not made on a timely basis, the Claimant shall be deemed to waive his or her right to review. The Claimant or his or her duly authorized representative may, at or after the time of making the request, review all pertinent documents and submit issues and comments in writing.

If a Claimant requests a review of a claim under the health care reimbursement account program, only the employee described in 9.7(b)(3) may review denied claims. Such employee shall act on behalf of the Plan Administrator in reviewing and deciding denied claims.

**6.4 Decision on Review.** A review shall be made by the Plan Administrator after receipt of a timely filed request for review. A decision on review shall be made and furnished in writing to the Claimant. The decision shall be made within a reasonable period of

time after receipt of the request for review. The written decision shall include the reasons for such decision with reference to the provisions of the Plan upon which the decision is based. The decision shall be final and binding upon the Claimant, the District, and all other persons involved.

**6.5 Further Review.** The Claimant must follow and exhaust the claims procedure described in this article before he or she can file suit for benefits. In no event may the Claimant file suit for benefits more than one year from the date on which the decision on review under 6.4 is sent to the Claimant.

The scope of any subsequent review of the benefit claim, judicial or otherwise, shall be limited to a determination as to whether the Plan Administrator acted arbitrarily or capriciously in the exercise of its discretion. In no event shall any such further review be on a de novo basis as the Plan Administrator has discretionary authority to determine eligibility for benefits and to construe the terms of this Plan.

**ARTICLE 7****PLAN ADMINISTRATION**

**7.1 Appointment of Plan Administrator.** The District shall appoint one or more persons to act as the Plan Administrator and to serve for such terms as the District may designate or until a successor has been appointed or until removed by the District. Vacancies due to resignation, death, removal or other causes shall be filled by the District. The Plan Administrator shall be bonded except as may otherwise be allowed by law. The Plan Administrator may be paid reasonable compensation for its service; however, a Plan Administrator who is a full-time employee of the District shall serve without compensation. All reasonable expenses of the Plan Administrator shall be paid by the District. If a designation of a Plan Administrator is not made, the District shall be the Plan Administrator.

**7.2 Rights and Duties.** The Plan Administrator shall be the named fiduciary of the Plan. The Plan Administrator, on behalf of the Participants and their beneficiaries, shall have the authority to control and manage the operation and administration of the Plan and shall have all powers necessary to accomplish those purposes. The responsibility and authority of the Plan Administrator shall include, but shall not be limited to, the following:

- (a) Determining all questions relating to the eligibility of employees to participate;
- (b) Computing and certifying the amount and kind of benefits payable to Participants, spouses, and dependents;
- (c) Authorizing all disbursements;
- (d) Maintaining all necessary records for the administration of the Plan other than those that the District has specifically agreed to maintain;
- (e) Interpreting the provisions of the Plan and publishing such rules for the regulation of the Plan as are deemed necessary and not inconsistent with the terms of the Plan; and
- (f) Directing the District to make payments to Participants, former Participants, spouses, and dependents in accordance with the provisions of the Plan.

**7.3 Information, Reporting, and Disclosure.** To enable the Plan Administrator to perform its functions, the District shall supply full and timely information to the Plan Administrator on all matters relating to the Participants and such other pertinent facts as the Plan Administrator may require. The Plan Administrator shall have the responsibility of complying with the reporting and disclosure requirements of applicable law.

**7.4 Independent Qualified Accountant.** If required by applicable law or regulation, the Plan Administrator shall engage, on behalf of all Plan Participants, an

independent qualified public accountant who shall conduct such examinations of the financial statements of the Plan and of other books and records of the Plan as the accountant may deem necessary to enable the accountant to form an opinion as to whether the financial statements and schedules required by law to be included in any reports are presented fairly and in conformity with generally accepted accounting principles.

**7.5 Allocation and Delegation of Responsibility.** The Plan Administrator may allocate fiduciary responsibilities to one or more persons and may delegate to such persons the authority to carry out fiduciary responsibilities under the Plan.

The Plan Administrator, in making the above allocation of fiduciary responsibilities, may provide that a person or group of persons may serve, with respect to the Plan, in more than one fiduciary capacity.

The Plan Administrator or persons to whom fiduciary responsibilities have been delegated by the Plan Administrator may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.

In the event a fiduciary responsibility is allocated to a person, no other person shall be liable for any act or omission of the person to whom the responsibility is allocated except as may be otherwise required by law. If a fiduciary responsibility is delegated to a person other than the Plan Administrator, the Plan Administrator shall not be responsible or liable for an act or omission of such person in carrying out such responsibility except as may otherwise be required by law.

**7.6 Indemnification.** The District hereby indemnifies and holds harmless the Plan Administrator and each person to whom a fiduciary responsibility is allocated from any loss, claim, or suit arising out of the performance of obligations imposed hereunder and not arising from the Plan Administrator's or the person's willful neglect, misconduct, or gross negligence.

**ARTICLE 8****MISCELLANEOUS**

**8.1 Right to Amend and Terminate.** The District represents that the Plan is intended to be a continuing program for Participants but reserves the right to terminate the Plan at any time. The District may modify, alter, or amend this Plan in whole or in part.

**8.2 Unsecured Right to Payment.** No employee shall by virtue of this Plan have any interest in any specific asset or assets of the District. An employee has only an unsecured contract right to receive benefits in accordance with the provisions of the Plan.

**8.3 No Obligation to Fund.** The District shall have no obligation to establish a trust or fund for the payment of benefits or to insure any of the benefits.

**8.4 No Interest.** The District shall have no obligation to pay interest on any Participant's salary reduction amounts or Accounts used to provide the benefits under this Plan.

**8.5 Provision Against Anticipation.** No Participant shall have the right or power to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits or proceeds recorded for the Participant under the terms of this Plan, and no such benefits or proceeds shall be subject to seizure by any creditor of the Participant under any writ or proceedings at law or in equity.

**8.6 Right to Discharge Employees.** Neither the establishment of this Plan, nor any modification thereof, nor the payment of any benefit, shall be construed as giving any Participant or any other person any legal or equitable right against the District unless the same shall be specifically provided for in this Plan, nor as giving any employee or Participant the right to be retained in the District's employ. All employees shall remain subject to discharge by the District to the same extent as if this Plan had never been adopted.

**8.7 Construction.** This Plan shall be construed in accordance with applicable federal law and regulations issued thereunder and, to the extent applicable, the laws of the state of Oregon.

**8.8 Legally Enforceable.** The District intends that the Plan terms, including those relating to coverage and benefits, are legally enforceable. The Plan is maintained for the exclusive benefit of employees.

**ARTICLE 9****HEALTH CARE REIMBURSEMENT ACCOUNT PROGRAM**

**9.1 General.** This article is intended to qualify as an accident and health plan within the meaning of Code Section 106. It is intended that reimbursements under this program be eligible for exclusion from the gross income of Participants under Code Section 105(b). Accordingly, this program shall be interpreted and construed in accordance with Code Sections 106 and 105(e) and any regulations or other interpretations thereunder. This program represents one benefit that may be elected by Participants under the Portland Public Schools Cafeteria Plan, and a Participant under that Plan who elects the Health Care Expense Reimbursement Benefit thereunder is deemed to be a Participant under this health care reimbursement account program.

**9.2 Amount of Coverage.** The maximum amount of coverage that may be elected as a salary reduction contribution under this health care reimbursement account program for a Plan Year is limited to \$2,500 (plus cost-of-living adjustments permitted under applicable law) (\$2,550 for Plan Years beginning on or after January 1, 2015), prorated for any short Plan Year.

**9.3 Health Care Expenses.** Each Participant under this health care reimbursement account program will be entitled to receive for each Plan Year reimbursements of Health Care Expenses that are incurred during the Plan Year and that are not paid or reimbursed by insurance or otherwise, up to the dollar amount of coverage elected by the Participant for that Plan Year.

There will be no reimbursement for premiums paid by a Participant for health insurance. For example, there will not be any reimbursement for premiums paid for other health plan coverage, including premiums paid for health coverage under a plan maintained by the employer of the Participant's spouse or Dependent.

Health Care Expenses incurred after December 31, 2010, for medicines or drugs may be reimbursed under this health care reimbursement account program only if the medicine or drug (a) requires a prescription, (b) is available without a prescription (i.e., an over-the-counter medicine or drug) and the individual obtains a prescription, or (c) is insulin.

The coverage elected for a Plan Year is available only to reimburse expenses that are incurred during the Plan Year. An expense shall be treated as having been incurred when the medical, dental, or vision care that gives rise to the expense is provided or at the time the equipment, supplies, or drugs that give rise to the expense are purchased, and not when the Participant is formally billed, charged for, or pays for the expense.

**9.4 Administration.** The plan administrator of this health care reimbursement account program shall be the same as for the Portland Public Schools Cafeteria Plan. The procedures for making and reviewing claims, plan administration, elections and revocation of elections, and reimbursement requests and payments, shall be as set forth in the Portland Public Schools Cafeteria Plan.

**9.5 Continuation Coverage.** To the extent that this health care reimbursement account program is a group health plan, it is subject to the continuation coverage requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), as presently set forth in Sections 2201 through 2208 of the Public Health Service Act. Accordingly, this program shall be construed in accordance with COBRA and the applicable regulations thereunder.

**9.6 Military Service.**

(a) **General.** The health care reimbursement account program shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). The USERRA provisions contained in 38 USC Section 4301 et seq are incorporated by reference.

(b) **Qualifying Reemployment.** If a Participant is absent from employment due to service in the uniformed services as defined in 38 USC Section 4301(13) (“military service”), the Participant is entitled to reemployment rights and benefits if the following conditions are satisfied (“qualifying reemployment”):

(1) The Participant, or an appropriate officer of the uniformed service, must provide advance written or oral notice of the military service to the District. Notice is not required if it is precluded by military necessity or is otherwise impossible or unreasonable as described in 20 CFR Section 1002.86.

(2) The Participant’s military absence from the District must be for a cumulative period of less than five years. The Participant may be absent from employment for more than five years if the longer period of time is necessary to complete an initial period of obligated service or a Participant is ordered to or retained on active duty as described in 38 USC Section 4312(c) and 20 CFR Section 1002.103.

(3) The Participant must report to, or apply for reemployment with, the District within a certain number of days after the completion of military service. The period in which to report to the District or apply for reemployment is determined by reference to the period of military service as follows:

(A) If the period of military service is less than 31 days, or if the absence from employment is for the purposes of an examination to determine the Participant’s fitness for military service, the Participant must report to the District not later than the first work day following completion of the military service and the expiration of eight hours after a period allowing for safe transportation to the Participant’s residence.

(B) If the period of military service is for more than 30 days but less than 181 days, the Participant must submit an application for reemployment (written or oral) not later than 14 days after completion of the military service.

(C) If the period of military service is for more than 180 days, the Participant must submit an application for reemployment (written or oral) not later than 90 days after completion of military service.

(D) If the Participant is hospitalized for, or convalescing from, an illness or injury incurred in, or aggravated during, military service, the Participant shall report to the District or submit an application for reemployment at the end of the recovery period. The recovery period may not exceed two years.

The foregoing periods may be extended pursuant to 38 USC Section 4312(e) and 20 CFR Sections 1002.115-1002.117 if reporting to the District or applying for reemployment is impossible or unreasonable through no fault of the Participant.

(4) The Participant did not receive a type of discharge or separation from service described in 38 USC Section 4304 and 20 CFR Section 1002.135.

(5) If the military service exceeds 30 days, the Participant must provide, upon the District's request, documentation to establish that the requirements of 9.6(b)(2), (3), and (4) above are satisfied. This 9.6(b)(5) shall not apply if such documentation does not exist or is not readily available.

(c) **Continuation of Coverage.**

(1) **Election of Continuation Coverage.** If a Participant is absent from employment due to military service, the Participant may elect to continue the Participant's and any Dependent's coverage.

This paragraph shall be effective January 18, 2006. Coverage shall terminate on the date described in 3.2 and shall be retroactively reinstated if the Participant elects to continue coverage and pays all premiums due within the periods described below. To the extent consistent with USERRA, an election to continue coverage must be made in the same manner and time periods applicable to an election of COBRA coverage. Notwithstanding the foregoing, if the Participant does not provide advance notice of the military service because it is precluded by military necessity or is otherwise impossible or unreasonable, the election of USERRA continuation coverage must be made within 60 days after the date it becomes possible and reasonable to make the election or, if later, by the end of the COBRA election period. Notwithstanding the foregoing, if the Participant leaves employment without giving advance notice of the military service (which is not excused as described above), the Participant shall have no right to elect USERRA continuation coverage.

(2) **Duration of Continuation Coverage.** The maximum period of coverage shall be the lesser of:

(A) The 24-month period (18-month period with respect to elections made before December 10, 2004) beginning on the date on which the Participant's absence begins; or

(B) The period beginning on the date on which the Participant's absence begins and ending on the day after the date on which the Participant fails to report or apply for reemployment as described in 9.6(b)(3).

(3) **Premiums.** A Participant who elects to continue coverage may be required to pay not more than 102 percent of the full premium, except that a Participant who performs military service for less than 31 days may not be required to pay more than the employee share for the coverage.

This paragraph shall be effective January 18, 2006. To the extent consistent with USERRA, premiums are due on the due dates applicable to premiums for COBRA coverage. Notwithstanding the foregoing, if it is precluded by military necessity or is otherwise impossible or unreasonable for a Participant to pay a premium by the due date, such Participant must pay the premium within 30 days after the date it becomes possible and reasonable for him or her to do so.

(4) **Termination of Continuation Coverage.** This paragraph shall be effective January 18, 2006. To the extent consistent with USERRA, USERRA continuation coverage shall be terminated if premiums are not paid by the due date described in 9.6(c)(3) or if a Participant receives a type of discharge or separation from service described in 38 USC Section 4304 and 20 CFR Section 1002.135.

(d) **Reinstatement of Coverage.** If a Participant's or Dependent's coverage terminates due to the Participant's military service, the coverage shall be reinstated upon qualifying reemployment. An exclusion or waiting period shall not be imposed on the Participant or any Dependents in connection with the reinstatement of coverage upon qualifying reemployment if an exclusion or waiting period would not have been imposed had the coverage not been terminated due to military service. The preceding sentence shall not apply to the coverage of any illness or injury determined by the Secretary of Veterans Affairs or his or her representative to have been incurred in, or aggravated during, military service.

## **9.7 Protected Health Information.**

(a) **Hybrid Entity.** The Plan is a hybrid entity within the meaning of 45 CFR Section 164.103. The health care reimbursement account program is the health care component of the Plan. As provided in 45 CFR Section 164.105(a), the privacy rules under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") apply only to the health care component of the Plan. The health care component shall not disclose protected health information, as defined in 45 CFR Section 164.103 ("PHI") to a non-health care component of the Plan in circumstances in which the HIPAA privacy rules would prohibit such disclosure if the health care component and the other component were separate legal entities.

(b) **Disclosure of Protected Health Information to the District.**

(1) **Permitted and Required Uses and Disclosures of Protected Health Information.**

(A) **Plan Administration Functions.** Subject to the conditions of disclosure described in 9.7(b)(2), (3), and (4), the health care reimbursement account program, or the program's business associate, may disclose PHI to the District for plan administration functions. Plan administration functions means administration functions performed by the District on behalf of the program, such as quality assurance, claims processing, auditing, and monitoring. Plan administration functions are limited to activities that would meet the definition of payment or health care operations, as defined in 45 CFR Section 164.501, but do not include functions to modify, amend, or terminate the program or solicit bids from prospective issuers. Plan administration functions do not include any employment-related functions or functions in connection with any other benefits or benefit plans. These permitted and required uses and disclosures may not be inconsistent with 45 CFR Part 164, Subparts C and E.

(B) **Enrollment and Disenrollment Information.** The program, or the program's business associate, may disclose to the District information on whether the individual is participating in the program. Such disclosure is not subject to 9.7(b)(2), (3), and (4).

(C) **Summary Health Information.** The program, or the program's business associate, may disclose summary health information, as defined in 45 CFR Section 164.504(a), to the District, provided the District requests the summary health information for the purpose of modifying, amending, or terminating the program and the disclosure does not violate 45 CFR Section 164.502(9)(5)(i). Such disclosure is not subject to 9.7(b)(2), (3), and (4).

(2) **Conditions of Disclosure for Plan Administration Functions.** Disclosure of PHI to the District under 9.7(b)(1)(A) is permitted only upon receipt of a certification from the District that the Plan has been amended and the District has agreed to the following conditions regarding the use and disclosure of PHI. The District will:

(A) Not use or further disclose PHI other than as permitted or required by the program or as required by law;

(B) Ensure that any subcontractors or agents to whom the District provides PHI received from the program agree to the

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same restrictions and conditions that apply to the District with respect to such information;

(C) Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the District;

(D) Report to the program any use or disclosure of PHI that is inconsistent with the uses and disclosures provided for in the program or under HIPAA, of which it becomes aware;

(E) Make available PHI to comply with HIPAA's right to access in accordance with 45 CFR Section 164.524;

(F) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

(G) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;

(H) Make its internal practices, books, and records relating to the use and disclosure of PHI received from the program available to the Secretary of the Department of Health and Human Services ("DHHS"), or any other officer or employee of DHHS to whom such authority has been delegated, for purposes of determining compliance by the program with 45 CFR, Part 164, Subpart E;

(I) If feasible, return or destroy all PHI received from the program that the District still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(J) Ensure that adequate separation between the program and the District, as required in 45 CFR Section 164.504(f)(2)(iii), has been established.

**(3) Adequate Separation Between the Program and the District.**

The District's Benefits Manager will have access to PHI under 9.7(b)(1)(A). The Benefits Manager shall only have access to and use of PHI to the extent necessary to perform the plan administration functions that the District performs for the program.

In the event that the Benefits Manager uses or discloses PHI in a way prohibited by the program or HIPAA, the District shall impose sanctions to ensure

that no further non-compliance occurs. Such sanctions may include an oral warning, a written warning, time off without pay, or termination of employment. The District shall determine the appropriate sanction based on the severity of the violation.

**(4) Conditions of Disclosure of Electronic Protected Health Information.** The provisions of this 9.7(b)(4) shall be effective April 20, 2006. Disclosure of electronic PHI, as defined in 45 CFR Section 160.103, to the District under 9.7(b)(1)(A) is permitted if the following rules are satisfied. The District will reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the District on behalf of the program. The District will:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the program;

(B) Ensure that any agent, including a subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information;

(C) Ensure that the adequate separation required by 45 CFR Section 164.504(f)(2)(iii) and 9.7(b)(3) is supported by reasonable and appropriate security measures; and

(D) Report to the program any security incident of which it becomes aware.

**9.8 Rescissions.** This health care reimbursement account program will not rescind an individual's coverage under the program unless the individual (or a person seeking coverage on his or her behalf) performs an act, practice, or omission that constitutes fraud or makes an intentional misrepresentation of material fact, both of which are prohibited by the program. A rescission is as defined in 45 CFR § 147.128 or subsequent guidance. To the extent consistent with such guidance, a rescission is a cancellation or discontinuance of coverage that has retroactive effect (other than one due to a failure to timely pay required contributions). The program must provide at least 30 days advance written notice to each affected individual before coverage may be rescinded.

A Participant is prohibited from submitting for reimbursement an expense incurred by an individual other than the individuals described in 2.11. By submitting an expense for reimbursement, the Participant is making a representation that the expense is a Health Care Expense under 2.11. Whether an expense was incurred by an individual described in 2.11 is a material fact. The coverage of an individual who is not described in 2.11 may be rescinded if the requirements of this section are satisfied.

**9.9 Mandatory Conversion of Account.** The health care reimbursement Account of an Eligible Employee who is a Participant in this health care reimbursement account program immediately prior to October 1, 2013, and elects the Health Savings Account Benefit under 4.1(e) effective October 1, 2013, shall be converted, on a mandatory basis, to a dental and vision care reimbursement Account for the period of October 1, 2013, through December 31, 2013.

**ARTICLE 10****DENTAL AND VISION CARE REIMBURSEMENT ACCOUNT PROGRAM**

**10.1 General.** This article is intended to qualify as an accident and health plan within the meaning of Code Section 106. It is intended that reimbursements under this program be eligible for exclusion from the gross income of Participants under Code Section 105(b). Reimbursements under this program are limited to expenses that qualify as dental or vision care under Code Section 223(c). Accordingly, this program shall be interpreted and construed in accordance with Code Sections 106, 105(e), and 223 and any regulations or other interpretations thereunder. This program represents one benefit that may be elected by Participants under the Portland Public Schools Cafeteria Plan, and a Participant under that Plan who elects the Dental and Vision Care Expense Reimbursement Benefit thereunder is deemed to be a Participant under this dental and vision care reimbursement account program.

**10.2 Limitations.** The maximum amount of coverage that may be elected as a salary reduction contribution under this dental and vision care reimbursement account program for a Plan Year shall equal \$2,500 (plus cost-of-living adjustments permitted under applicable law) (\$2,550 for Plan Years beginning on or after January 1, 2015), prorated for any short Plan Year.

**10.3 Dental and Vision Care Expenses.** Each Participant under this dental and vision care reimbursement account program will be entitled to receive for each Plan Year reimbursements of Dental and Vision Care Expenses that are incurred during the Plan Year and that are not paid or reimbursed by insurance or otherwise, up to the dollar amount of coverage elected by the Participant for that Plan Year.

There will be no reimbursement for premiums paid by a Participant for any kind of health insurance. For example, there will not be any reimbursement for premiums paid for other dental plan coverage, including premiums paid for dental coverage under a plan maintained by the employer of the employee's spouse or Dependent.

Dental and Vision Care Expenses incurred for medicines or drugs may be reimbursed under this dental and vision care reimbursement account program only if the medicine or drug (a) requires a prescription, (b) is available without a prescription (i.e., an over-the-counter medicine or drug) and the individual obtains a prescription, or (c) is insulin.

The coverage elected for a Plan Year is available only to reimburse expenses that are incurred during the Plan Year. An expense shall be treated as having been incurred when the dental or vision care that gives rise to the expense is provided or at the time the equipment, supplies, or drugs that give rise to the expense are purchased, and not when the Participant is formally billed, charged for, or pays for the expense.

**10.4 Other Provisions.** The provisions contained in 9.4 through 9.7 apply to this dental and vision care reimbursement account program and are hereby incorporated by reference into this Article 10.

**ARTICLE 11****DEPENDENT CARE REIMBURSEMENT ACCOUNT PROGRAM**

**11.1 Separate Program.** This article is intended to qualify as a separate written dependent care assistance program within the meaning of Code Section 129. It is intended that reimbursements under this program be eligible for exclusion from the gross income of Participants under Code Section 129(a). Accordingly, this program shall be interpreted and construed in accordance with Code Section 129 and any regulations or other interpretations thereunder. To the extent that the requirements for such exclusion change under applicable federal law, the limitations and other rules set forth in this article shall automatically change to be consistent with such law.

This program represents one benefit that may be elected by Participants under the Portland Public Schools Cafeteria Plan, and a Participant under that Plan who elects the Dependent Care Reimbursement Benefit thereunder is deemed to be a Participant under this dependent care reimbursement account program, provided the Participant has one or more qualifying individuals at the time an election is permitted under the Portland Public Schools Cafeteria Plan. A “qualifying individual” means (a) a dependent of the Participant (as defined in Code Section 152(a)(1)) who is under age 13, or (b) a dependent (as defined in Code Section 21(b)(1)(B)) or the spouse of the Participant, if the dependent or spouse is physically or mentally incapable of self-care and has the same principal place of abode as the Participant for more than one-half of the taxable year. An individual shall not be treated as having the same principal place of abode as the Participant if at any time during the taxable year the relationship between the individual and the Participant is in violation of local law.

**11.2 Nondiscrimination Requirements.** The contributions and benefits provided under this program shall not discriminate in favor of highly compensated employees (as defined in Code Section 414(q)) or their dependents. The average benefits provided under all dependent care assistance programs of the District to nonhighly compensated employees must be at least 55 percent of the average benefits provided to highly compensated employees under all such programs.

**11.3 Limitations.** The amount of coverage that may be elected under this dependent care reimbursement account program for a Plan Year is limited to \$5,000 (the limit is \$2,500 for a married Participant who files a separate federal income tax return for the Plan Year); provided, however, that the coverage for an unmarried Participant shall not exceed the Participant’s earned income for the Plan Year, and the coverage for a married Participant shall not exceed the lesser of the Participant’s earned income or the spouse’s earned income for the Plan Year. “Earned income” means wages, salaries, tips, and other employee compensation, but only if such amounts are includible in gross income for the taxable year, plus the amount of net earnings from self-employment for the taxable year. Earned income shall be computed without regard to any community property laws. Amounts received from pensions and annuities are not included. Amounts to which Code Section 871(a) applies are not included. Earned income shall not include any amounts paid or incurred by any employer for the Participant under this or any other dependent care assistance program. The earned income of a Participant’s spouse for any month during which the spouse is a full-time student at an educational institution described in

Code Section 170(b)(1)(A)(ii) or is physically or mentally incapable of self-care shall be deemed to be not less than \$250 (if the Participant has one qualifying individual for the Plan Year), or \$500 (if the Participant has two or more qualifying individuals for the Plan Year). A full-time student is an individual who is enrolled at and attends the educational institution during each of five calendar months of the individual's taxable year for the number of course hours that is considered to be a full-time course of study. The enrollment for five calendar months need not be consecutive. School attendance exclusively at night does not constitute a full-time course of study. However, a full-time course of study may include some attendance at night.

**11.4 Dependent Care Expenses.** Dependent Care Expenses mean expenses for household services and expenses for the care of a qualifying individual, but only if the expenses are incurred to enable the Participant to be employed by the District for a period during which the Participant has a qualifying individual. Expenses for services outside the Participant's household will qualify only if the expenses are for the care of a dependent (as defined in Code Section 152(a)(1)) who is under age 13, or for the care of a qualifying individual who regularly spends at least eight hours each day in the Participant's household. If the outside services are provided by a dependent care center as defined in Code Section 21(b)(2)(D), the expense will qualify only if the dependent care center complies with all applicable laws and regulations of the applicable state or unit of local government. Dependent Care Expenses do not include expenses for services performed by an individual for whom a personal income tax exemption is allowable either to the Participant or the spouse, or expenses for services of a son, stepson, daughter, stepdaughter, or eligible foster child (as defined in Code Section 152(f)(1)(C)) of the Participant who has not attained age 19 at the close of the taxable year. For purposes of the preceding sentence, a Participant's child shall include a Participant's legally adopted child and a child placed with the Participant for adoption.

**11.5 Administration.** The plan administrator of this dependent care reimbursement account program shall be the same as for the Portland Public Schools Cafeteria Plan. The procedures for making and reviewing claims, plan administration, elections and revocation of elections, and reimbursement requests and payments shall be as set forth in the Portland Public Schools Cafeteria Plan.

**ARTICLE 12****HEALTH SAVINGS ACCOUNT**

**12.1 General.** An Eligible Employee may elect to make pre-tax Compensation reduction contributions to an HSA under 4.1(e) subject to the terms of Article 3 and this article. To make such contributions, the Eligible Employee must (a) be an “eligible individual” within the meaning of Code Section 223(c), (b) be covered by an HDHP coverage option provided by the District, and (c) have established an HSA account with an HSA trustee/custodian satisfactory to the Plan Administrator. If an Eligible Employee elects the Health Savings Account Benefit, the District will contribute to the Eligible Employee’s HSA, subject to the Eligible Employee’s continuing eligibility to contribute to an HSA, an amount as determined by the District and listed on Exhibit C. In no event will an Eligible Employee be allowed to receive such District contribution as a Cash Benefit.

**12.2 Maximum Amount of Contributions.** In no event shall the annual amount of the Participant's pre-tax Compensation reduction contributions and the District Contributions to the Participant’s HSA exceed the annual limit described in Code Section 223(b). The limit is the annual statutory maximum under Code Section 223(b), as adjusted for cost-of-living increases (\$3,350 for single HDHP coverage and \$6,650 for family HDHP coverage in 2015), plus additional catch-up contribution amounts for Participants who are age 55 or older as described in Code Section 223(b)(3) (\$1,000 for 2015).

Subject to the following, if the Participant is not eligible to contribute to an HSA for the entire Plan Year under this Article 12, the maximum annual contribution will be prorated for the number of months in which the Participant is eligible to contribute to an HSA. If a Participant is eligible to make HSA contributions during the last month of a Plan Year, however, the Participant’s maximum annual HSA contribution for the Plan Year is the greater of the following:

- (a) The prorated amount described in the preceding sentence; or
- (b) The maximum annual HSA contribution under Code Section 223(b)(2)(A) or 223(b)(2)(B) based on the Participant’s HDHP coverage (self-only or family) December 1 of that Plan Year, plus catch-up contributions under Code Section 223(b)(3), if applicable.

**12.3 Forwarding of Contributions.** The District will forward contributions to the Participant’s HSA that the Participant has established with an HSA custodian or trustee. The Plan Administrator may limit the number of HSA providers to whom it will forward HSA contributions.

**12.4 Status of HSA.** The HSA Benefit under this Plan consists solely of the Participant’s ability to make pre-tax Compensation reduction contributions to the HSA and the District contributions that are made to the HSA. The terms and conditions of each Participant’s HSA are described in the HSA trust or custodial agreement provided by the applicable trustee or custodian and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefit plan. It is a savings account that is established and maintained by an HSA trustee or custodian outside this Plan to be used primarily for reimbursement of “qualified medical expenses” as set forth in Code Section 223(d)(2). The District has no authority or control over the Participant’s use of the amounts contributed to the HSA, the investment or distribution of such amounts, or any other aspect of the HSA’s administration. The District’s sole duty is to forward the District contributions and Compensation reduction amounts elected by the Participant to the HSA custodian or trustee. Even though this Plan allows pre-tax Compensation reduction contributions to an HSA, the HSA is not intended to be a benefit plan sponsored or maintained by the District.

The District has caused this amended and restated Plan to be executed by its duly authorized representative as of the date set forth below.

**SCHOOL DISTRICT NO. 1,  
MULTNOMAH COUNTY, OREGON**

By: \_\_\_\_\_

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

**EXHIBIT A  
PORTLAND PUBLIC SCHOOLS  
CAFETERIA PLAN**

**Plan Years  
(Referent Section 2.16)**

The Plan Years of the separate premium payment benefits are as follows:

**FEBRUARY 1 – JANUARY 31 PLAN YEAR**

**ATU/DCU/PFTCE**

**Full-Time and Part-Time Option 1 Employees:**

- Kaiser
- Providence Personal Option Plan
- Providence Point of Service
- Trust Dental Plan
- Providence Vision
- Kaiser Vision
- VSP Vision
- Walgreens Prescription Mail Service
- Postal Prescriptions Mail Service
- Wellpartners Prescription Mail Service
- Providence Pharmacy Plan
- Kaiser Mail Service Pharmacy
- Caremark Mail Service Pharmacy
- Caremark Pharmacy Plan

**Part-Time Option 2 Employees:**

- Kaiser
- Providence Open Option Plan
- Providence Personal Option Plan
- Walgreens Prescription Mail Service
- Postal Prescriptions Mail Service
- Wellpartners Prescription Mail Service
- Providence Pharmacy Plan
- Kaiser Mail Service Pharmacy
- Caremark Mail Service Pharmacy
- Caremark Pharmacy Plan

**PAT****Full-Time and Part-Time Option 1 Employees:**

- Kaiser
- Trust Preferred Provider Plan
- Providence Personal Option Plan
- Trust Dental Plan
- Kaiser Pharmacy Plan
- Providence Pharmacy Plan
- Caremark Pharmacy Plan
- Caremark Mail Service Pharmacy
- Kaiser Mail Service Pharmacy
- Providence Mail Service Pharmacy
- Trust Vision Plan
- Kaiser Vision Plan
- Trust Vision Plan

**Part-Time Option 2 Employees:**

- Kaiser
- Trust Indemnity Plan
- Providence Personal Option Plan
- Caremark Prescription Plan
- Caremark Mail Service Pharmacy
- Kaiser Pharmacy Plan
- Kaiser Mail Service Pharmacy

**OCTOBER 1 – SEPTEMBER 30 PLAN YEAR****NON REPRESENTED AND SEIU EMPLOYEES****Full-Time and Part-Time Employees:**

- OEBS – ODS Medical Plan 6 PPO
- OEBS – ODS Medical Plan 7 PPO
- OEBS – ODS Medical Plan 9 – High Deductible Plan
- OEBS – Kaiser Medical Plan 1A
- OEBS – ODS Dental Plan 4
- OEBS – Kaiser Dental Plan 8
- OEBS – ODS Vision Plan 2
- OEBS – Kaiser Vision Plan 5
- OEBS – Kaiser Pharmacy Plan A
- OEBS – ODS Pharmacy Plan A
- OEBS – ODS Integrated Pharmacy Plan
- OEBS – Kaiser Orthodontia Plan A
- OEBS – ODS Orthodontia Plan

**DCU TEAMSTERS****Full-Time and Part-Time Employees:**

- Teamsters Trust Medical Plan A
- Teamsters Kaiser Permanente Plan A
- Providence Health Plan PPO Plan A
- Teamsters Trust Kroger Pharmacy Plan A
- Teamsters Trust Dental Plan A
- Teamsters Trust VSP Vision Plan

**EXHIBIT B  
PORTLAND PUBLIC SCHOOLS  
CAFETERIA PLAN**

**Cash Out of District Contribution  
(Referent Section 4.1(d))**

A Participant for whom the Plan Year under Exhibit A would be October 1 through September 30 shall be entitled to \$275 in taxable cash compensation in each month in which he or she elects not to receive (and does not receive) coverage under the District's medical, dental, and vision plans, provided the Participant demonstrates to the Plan Administrator's satisfaction that he or she has coverage under another group medical plan, including a government provided basic medical plan.

**EXHIBIT C  
PORTLAND PUBLIC SCHOOLS  
CAFETERIA PLAN**

**District Contribution  
(Referent Section 5.1(c))**

The amount of the District monthly contribution for each Plan Year for each Participant shall be the District's share of the premium for coverage under the District-provided group health plans.

The District will contribute the following additional amount for each Eligible Employee who elects the Health Savings Account Benefit described in 4.1(e): (1) \$150 per month for an Eligible Employee enrolled in self-only coverage under a District-provided HDHP option, or (2) \$275 per month for an Eligible Employee enrolled in family coverage under a District-provided HDHP option.



## **Board Policy**

**5.10.090-P**

### **PPS Cafeteria Plan**

**DRAFT 11/10/2021**

In order to deliver on its Mission and Vision, Portland Public Schools needs to attract, retain and support a qualified workforce. In support of that, PPS offers comprehensive employee benefit offerings including health and wellness benefits and flexible spending accounts.

Legally required compliance changes to the District Cafeteria Plan will be publicly posted 10 days before plan changes are made, and the financial implications of the changes will be shared with, and may be reviewed by, the Board. Changes to the Cafeteria Plan that represent new benefit programs will be approved by the Board.

The District's Cafeteria Plan will be publicly posted.

Amended 1/2011; 10/2013; 10/2014; 2/2015;



# MEMO

**TO:** Portland Public Schools Board of Education

**FROM:** Liz Large, Contracted General Counsel

**DATE:** November 10, 2021

**SUBJECT:** Amendment to the Cafeteria Plan 5.10.090-P Policy

---

## **BACKGROUND**

A cafeteria plan is a separate written compliance plan maintained by an employer for employees that meets the specific requirements and regulations of the Internal Revenue Code as it relates to certain benefits that can be offered on a pretax basis.

To comply with the Internal Revenue Code and changes related to the pandemic, the Cafeteria Plan must be amended before December 31, 2021. Currently, the District's Cafeteria Plan is attached to and constitutes the entire Cafeteria Plan 5.10.090-P Policy. In order to allow for more efficient administration of the Cafeteria Plan, we recommend that (1) the policy be amended to remove the plan itself from the policy and (2) that legally required, compliance changes no longer be required to be approved by the Board. Instead, legally required compliance changes will be publicly posted 10 days before plan changes are made, and the financial implications of the changes will be shared with, and may be reviewed by, the Board. Changes to the Cafeteria Plan that represent new material benefit programs will be approved by the Board.

If the recommended changes to the Cafeteria Plan 5.10.090-P Policy are not approved by the Board by December 31, 2021, staff will seek to amend the Cafeteria Plan through the policy making process or ask the Board to waive the 21-day public comment period in order to approve the Cafeteria Plan before the deadline.

The attached amended Cafeteria Plan 5.10.090-P Policy, was reviewed by the Board Policy Committee at the November 10, 2021, meeting and was recommended to move to the full Board for consideration.

## 5.60.010-P Administrative Employees' Terms of Employment

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### I. Definitions

- (1) Superintendent; Licensed Administrators; Non-Licensed Administrators
  - (a) Superintendent – Appointed by the Board and holds a valid, permanent or temporary Superintendents' license from the Oregon Teacher Standards and Practices Commission (TSPC.)
  - (b) Licensed Administrators – employees who have met the standards and administrative licensing requirements of the TSPC, hold a current administrator's license with TSPC, and are employed in a District position that requires TSPC licensing.
  - (c) Non-licensed Administrators - Employees of the district that are not represented by a bargaining unit, do not meet the definition of "Licensed Administrator" or "Superintendent," and whose position is classified as Grade 20 or higher on the Administrator, Supervisor, and Professional/Technical (03) salary schedule. For purposes of this policy and related Administrative Directives, a non-licensed administrator may hold a valid teaching or administrative license, but is not required by their current position to be licensed.
- (2) Employment Contracts - a binding written agreement between a Licensed Administrator or a Non-licensed Administrator and the Superintendent representing the District. All employment contracts must comply with this policy. For Licensed Administrators the employment contract must also be in compliance with ORS 342.845 (5) & (6), and policy 5.60.010-P.

### II. Scope and Application

- (1) This policy applies to all PPS employees whose job duties or requirements meet the definition of licensed or non-licensed Administrator as defined in this policy.
- (2) Notwithstanding II (1) above, the terms of employment and contract provisions for the Superintendent are not covered by this policy.
- (3) Terms of employment for Administrators required by statute or allowed by this policy to have a written contract will be outlined by their individual contract. Any issues not covered by the written contract will be governed by this policy or any appropriate policy or administrative directive.

## 5.60.010-P Administrative Employees' Terms of Employment

- (4) Terms of employment for Administrators not required or allowed a written contract will be governed by this policy or any appropriate policy or administrative directive.

### III. General Terms of Employment – Licensed and Non-licensed Administrators

(1) Appointments

- (a) The Board upon recommendation by the superintendent shall authorize the promotion of an existing employee or the hiring of a new employee into an administrative position.
- (b) The candidate for the administrative position shall meet standards of eligibility established for such a position, possess training and experience relevant to such a position, and, in the opinion of the superintendent, be a qualified candidate. The Board and Superintendent shall follow District policies regarding Equal Employment Opportunity.
- (c) Except as stated in this policy, no administrator shall begin work for the District prior to Board approval of the employment contract. Exceptions shall be approved by the Superintendent and the Chair of the Board in writing, and the full Board shall be informed of the exception prior to the work commencing. The employment contract shall presented to the full Board at the next scheduled Board meeting

- (2) Assignments. The superintendent shall have authority to assign, or alter the assignment of, and to transfer any or all administrators in accordance with Oregon law and Board policies and directives.

(3) Employment contracts.

- (a) The Superintendent shall develop a standard administrative contract. The standard contract of employment shall comply with all policies and administrative directives. The standard employment contract shall contain:
- (A) Starting date;
- (B) Position title;
- (C) Work year length; however, the work year length specified in the contract may be amended or shortened due to the fiscal status of the District. If the work year is shortened and/or a furlough is imposed upon employees, the administrator's yearly salary will be adjusted accordingly;
- (D) Starting salary;

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## 5.60.010-P Administrative Employees' Terms of Employment

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- (E) An ending or optional renewal date;
  - (F) Terms for participation in "pay for performance program, if such a program is available and approved by the Board and Superintendent; and,
  - (G) Term of contract and conditions for contract termination, extension, and employee resignation.
- (b) The employment contract for all administrators shall be the standard administrative contract. The superintendent must seek Board approval for any exceptions to the standard contract for any particular administrator prior to the hiring or assignment of that individual.
  - (c) Each administrator shall have a current employment contract on file in the district central office.
  - (d) Administrative contracts shall not contain provisions to expressly obligate the district to compensate an employee for work that is not performed. The employment contract may include a provision that would permit payment of severance pay of an equivalent of no more than 90 days of the base salary of the terminated employee.
- (4) Benefits.
- (a) The Superintendent shall develop a benefit plan that may include medical, dental, vision, long-term disability, life insurance, participation in annuity or other tax benefit program. The Board, prior to implementation, shall approve the benefit plan, and addendums to the plan, recommended by the Superintendent.
  - (b) All Licensed and Non-licensed Administrators shall receive identical benefits outlined in (4)(a) unless the benefit plan specifies otherwise.
- (5) Evaluation. The District shall endeavor to evaluate the performance of Administrators approximately annually, or at such other intervals as may be established by district policy or administrative directive.
- (6) Salary Schedules.
- (a) The Superintendent shall develop salary schedules for all Administrator positions. When developing the salary schedules, the Superintendent shall consider the need to attract high quality employees as well as to work within the budgetary limitations of the District. The Board shall approve the salary schedules.

## 5.60.010-P Administrative Employees' Terms of Employment

- (b) Administrator salary schedules shall be based on a market analysis of compensation and benefits received for like positions in the relevant public market.
  - (c) The development of the salary schedule for Licensed Administrators shall also include consultation with a representative group of licensed administrators.
  - (d) The administrator salary schedules approved under this policy shall be published annually in the district budget report.
  - (e) The salary of an individual newly hired or appointed to an Administrator position shall be determined with reference to the applicable Board approved salary schedule and following an evaluation of their training, experience, and the nature of the administrative position.
- (7) PERS: The district shall make the employer contribution to PERS. The employee contribution to PERS shall be made through a pre-tax deduction from the Administrator's salary.
- (8) Travel Reimbursement.
- (a) The Superintendent shall develop a schedule of reimbursement for necessary travel for Administrators.
  - (b) The schedule may include a stipend for related travel.
  - (c) The schedule shall include actual mileage reimbursement levels.
  - (d) The schedule shall be codified in District policy and administrative directives.

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### IV. Additional Terms of Employment - Licensed Administrators

- (1) A licensed administrator below the rank of assistant superintendent shall serve a probationary period of three years. The administrator and the district may mutually agree to a shorter probationary time period.
- (2) Following successful completion of the probationary period, a licensed administrator shall, in accordance with ORS 342.845 (5), be employed pursuant to a three-year employment contract.
- (3) Subsequent dismissal, reduction in pay, or contract non-extension shall be according to provisions of Oregon Law.

## 5.60.010-P Administrative Employees' Terms of Employment

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### V. Additional Terms of Employment – Non Licensed Administrators

- (1) Vacation leave for non-licensed administrators shall be granted in accordance with policy 5.60.031-P.

### VI. Recruitment/Moving Expenses – Licensed and Non-Licensed Candidates

- (1) Administrators normally will be expected to pay their own expenses associated with traveling and relocating to accept employment with the District, such as the expense of traveling to attend job interviews, travel to look for new housing, expenses associated with the sale of an existing home or purchase of a new home and expenses associated with moving a household to the Portland area. .
- (2) In exceptional circumstances, the District may agree in advance to reimburse certain limited, reasonable expenses, such as the reasonable cost of travel and moving household goods, incurred by the Administrator in relocating to accept District employment. Such exceptional instances may involve a position for which it is difficult to find a qualified candidate after the District has undertaken reasonable recruitment efforts. This may occur, for instance, when the salary offered by the District is below market-rate and the District is not able to change the salary or a sufficient number of qualified candidates do not exist. Reimbursement for relocation expenses shall be the exception rather than the rule and shall be kept to a minimum amount necessary to meet the District's recruiting objectives.
- (3) Any offer to reimburse travel for candidates or relocation expenses shall be approved in advance in writing by the superintendent before this benefit is offered to the candidate.
- (4) The Superintendent shall develop an administrative directive specifying allowable travel or moving expenses for candidates and new administrative employees.
- (5) The Board shall review and approve the administrative directive.

### VII. Effective Dates

The effective date for new administrators, current non-contract administrators is upon Board approval of this policy.

Legal References: ORS 332.505, 332.507, 342.120, 342.140, 342.200, and 342.845(5)&(6)

History: 6/71, 5/76, 12/77, 1/79, 9/95, amended 2/28/2005 Board Action 3225

5.60.010-P 11/9/21 DRAFT

Delete Section III(1) (a) and (c) and (2)

Insert a new Section III (a)

(1) Appointments & Assignments. The Superintendent shall have authority to appoint, assign, or alter the assignment of, and to transfer any or all Nonrepresented Employees, in accordance with Oregon law, Board Policies, and District Administrative Directives, except for the employees of the Office of the Independent Performance Auditors whom are appointed by the Board.



**TO:** Portland Public Schools Board of Education

**FROM:** Liz Large, Contracted General Counsel

**DATE:** November 12, 2021

**SUBJECT:** Amendment to Administrative Employees' Terms of Employment Policy 5.60.010-P

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The Administrative Employees' Terms of Employment Policy, 5.60.010-P, governs the authority to hire and promote Administrators and defines the terms of their employment. It was last amended in 2005.

On September 28, 2021, the Board suspended Sections III(1)(a) and (c) and V(1) in Resolution No. 6374. The resolution further directed the Policy Committee to review the policy and bring forward recommended revisions to the policy by January 1, 2022.

On November 10, 2021, the Policy Committee considered amendments to those sections of the policy suspended by the resolution, including revising the policy to clarify that the superintendent has the authority to appoint, assign, or alter the assignment of non-represented employees other than the independent auditors that report directly to the Board. The Policy Committee did not suggest amending Section V of the policy in light of the amendments to Policy 5.60.031-P (vacations) that have been through two First Readings before the Board.

The revised policy language was developed in collaboration with staff, agreed to by the Superintendent, and recommended unanimously by the Committee for First Reading.

## 5.60.010-P Administrative Employees' Terms of Employment

**11/9/2021 Draft**

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  - (b) Licensed Administrators – employees who have met the standards and administrative licensing requirements of the TSPC, hold a current administrator's license with TSPC, and are employed in a District position that requires TSPC licensing.
  - (c) Non-licensed Administrators - Employees of the district that are not represented by a bargaining unit, do not meet the definition of "Licensed Administrator" or "Superintendent," and whose position is classified as Grade 20 or higher on the Administrator, Supervisor, and Professional/Technical (03) salary schedule. For purposes of this policy and related Administrative Directives, a non-licensed administrator may hold a valid teaching or administrative license, but is not required by their current position to be licensed.
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- (2) Notwithstanding II (1) above, the terms of employment and contract provisions for the Superintendent are not covered by this policy.
- (3) Terms of employment for Administrators required by statute or allowed by this policy to have a written contract will be outlined by their individual contract. Any issues not covered by the written contract will be governed by this policy or any appropriate policy or administrative directive.

## 5.60.010-P Administrative Employees' Terms of Employment

- (4) Terms of employment for Administrators not required or allowed a written contract will be governed by this policy or any appropriate policy or administrative directive.

### III. General Terms of Employment – Licensed and Non-licensed Administrators

#### (1) Appointments & Assignments

- (a) ~~The Board upon recommendation by the superintendent shall authorize the promotion of an existing employee or the hiring of a new employee into an administrative position. The Superintendent shall have authority to appoint, assign, or alter the assignment of, and to transfer any or all Non-represented Employees, in accordance with Oregon law, Board Policies, and District Administrative Directives, except for the employees of the Office of the Independent Performance Auditors whom are appointed by the Board.~~
- (b) The candidate for the administrative position shall meet standards of eligibility established for such a position, possess training and experience relevant to such a position, and, in the opinion of the superintendent, be a qualified candidate. The Board and Superintendent shall follow District policies regarding Equal Employment Opportunity.
- ~~(c) Except as stated in this policy, no administrator shall begin work for the District prior to Board approval of the employment contract. Exceptions shall be approved by the Superintendent and the Chair of the Board in writing, and the full Board shall be informed of the exception prior to the work commencing. The employment contract shall presented to the full Board at the next scheduled Board meeting~~

- ~~(2) Assignments. The superintendent shall have authority to assign, or alter the assignment of, and to transfer any or all administrators in accordance with Oregon law and Board policies and directives.~~

#### ~~(3)~~(2) Employment contracts.

- (a) The Superintendent shall develop a standard administrative contract. The standard contract of employment shall comply with all policies and administrative directives. The standard employment contract shall contain:
- (A) Starting date;
  - (B) Position title;
  - (C) Work year length; however, the work year length specified in the contract may be amended or shortened due to the fiscal status of the District. If the work year is shortened and/or a

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furlough is imposed upon employees, the administrator's yearly salary will be adjusted accordingly;

(D) Starting salary;

## 5.60.010-P Administrative Employees' Terms of Employment

- (E) An ending or optional renewal date;
  - (F) Terms for participation in "pay for performance program, if such a program is available and approved by the Board and Superintendent; and,
  - (G) Term of contract and conditions for contract termination, extension, and employee resignation.
- (b) The employment contract for all administrators shall be the standard administrative contract. The superintendent must seek Board approval for any exceptions to the standard contract for any particular administrator prior to the hiring or assignment of that individual.
  - (c) Each administrator shall have a current employment contract on file in the district central office.
  - (d) Administrative contracts shall not contain provisions to expressly obligate the district to compensate an employee for work that is not performed. The employment contract may include a provision that would permit payment of severance pay of an equivalent of no more than 90 days of the base salary of the terminated employee.

### ~~(4)~~(3) Benefits.

- (a) The Superintendent shall develop a benefit plan that may include medical, dental, vision, long-term disability, life insurance, participation in annuity or other tax benefit program. The Board, prior to implementation, shall approve the benefit plan, and addendums to the plan, recommended by the Superintendent.
- (b) All Licensed and Non-licensed Administrators shall receive identical benefits outlined in ~~(4)~~(a) unless the benefit plan specifies otherwise.

~~(5)~~(4) Evaluation. The District shall endeavor to evaluate the performance of Administrators approximately annually, or at such other intervals as may be established by district policy or administrative directive.

### ~~(6)~~(5) Salary Schedules.

- (a) The Superintendent shall develop salary schedules for all Administrator positions. When developing the salary schedules, the Superintendent shall consider the need to attract high quality employees as well as to work within the budgetary limitations of the District. The Board shall approve the salary schedules.

## 5.60.010-P Administrative Employees' Terms of Employment

- (b) Administrator salary schedules shall be based on a market analysis of compensation and benefits received for like positions in the relevant public market.
- (c) The development of the salary schedule for Licensed Administrators shall also include consultation with a representative group of licensed administrators.
- (d) The administrator salary schedules approved under this policy shall be published annually in the district budget report.
- (e) The salary of an individual newly hired or appointed to an Administrator position shall be determined with reference to the applicable Board approved salary schedule and following an evaluation of their training, experience, and the nature of the administrative position.

~~(7)~~(6) PERS: The district shall make the employer contribution to PERS. The employee contribution to PERS shall be made through a pre-tax deduction from the Administrator's salary.

### ~~(8)~~(7) Travel Reimbursement.

- (a) The Superintendent shall develop a schedule of reimbursement for necessary travel for Administrators.
- (b) The schedule may include a stipend for related travel.
- (c) The schedule shall include actual mileage reimbursement levels.
- (d) The schedule shall be codified in District policy and administrative directives.

### IV. Additional Terms of Employment - Licensed Administrators

- (1) A licensed administrator below the rank of assistant superintendent shall serve a probationary period of three years. The administrator and the district may mutually agree to a shorter probationary time period.
- (2) Following successful completion of the probationary period, a licensed administrator shall, in accordance with ORS 342.845 (5), be employed pursuant to a three-year employment contract.
- (3) Subsequent dismissal, reduction in pay, or contract non-extension shall be according to provisions of Oregon Law.

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## 5.60.010-P Administrative Employees' Terms of Employment

### V. Additional Terms of Employment – Non Licensed Administrators

- (1) Vacation leave for non-licensed administrators shall be granted in accordance with policy 5.60.031-P.

### VI. Recruitment/Moving Expenses – Licensed and Non-Licensed Candidates

- (1) Administrators normally will be expected to pay their own expenses associated with traveling and relocating to accept employment with the District, such as the expense of traveling to attend job interviews, travel to look for new housing, expenses associated with the sale of an existing home or purchase of a new home and expenses associated with moving a household to the Portland area. .
- (2) In exceptional circumstances, the District may agree in advance to reimburse certain limited, reasonable expenses, such as the reasonable cost of travel and moving household goods, incurred by the Administrator in relocating to accept District employment. Such exceptional instances may involve a position for which it is difficult to find a qualified candidate after the District has undertaken reasonable recruitment efforts. This may occur, for instance, when the salary offered by the District is below market-rate and the District is not able to change the salary or a sufficient number of qualified candidates do not exist. Reimbursement for relocation expenses shall be the exception rather than the rule and shall be kept to a minimum amount necessary to meet the District's recruiting objectives.
- (3) Any offer to reimburse travel for candidates or relocation expenses shall be approved in advance in writing by the superintendent before this benefit is offered to the candidate.
- (4) The Superintendent shall develop an administrative directive specifying allowable travel or moving expenses for candidates and new administrative employees.
- (5) The Board shall review and approve the administrative directive.

### VII. Effective Dates

The effective date for new administrators, current non-contract administrators is upon Board approval of this policy.

Legal References: ORS 332.505, 332.507, 342.120, 342.140, 342.200, and 342.845(5)&(6)

History: 6/71, 5/76, 12/77, 1/79, 9/95, amended 2/28/2005 Board Action 3225



**PORTLAND PUBLIC SCHOOLS**  
**OFFICE OF GENERAL COUNSEL**

501 North Dixon Street / Portland, OR 97227

**Date:** November 12, 2021  
**To:** School Board  
**From:** Liz Large, Contracted General Counsel  
**CC:** Guadalupe Guerrero, Superintendent  
**Subject:** First Reading--Policy Rescissions

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On November 10, the Portland Public Schools Policy Committee met to discuss several policies, which were in need of review and revision and/or rescission. Two policies were put forward by staff with recommendations that they be rescinded. After discussion, the Policy Committee recommended that the following two policies be forwarded to the full Board with a recommendation for First Reading en route to rescission:

a. [3.20.011-P Planning Time](#)

The policy purports to authorize to include planning time into the school calendar, which is authority the Board already has. Planning days are negotiated with labor partners and part of the school calendar. The policy is not necessary.

b. [5.20.080-P Evaluation of Teachers](#)

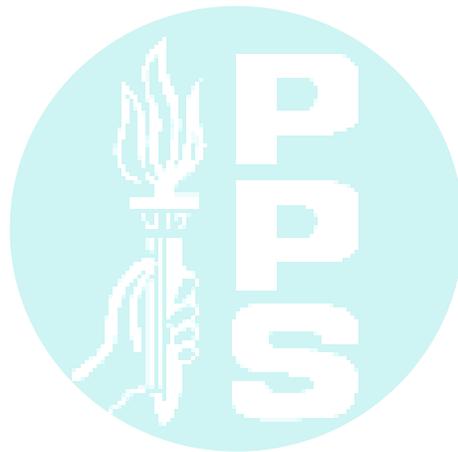
This content is governed by the PAT Collective Bargaining Agreement.

## 3.20.011-P Planning Time

Important contributions to good education can accrue from professional planning and in-service programs which involve the entire staff of the district. In recognition of this and for the purpose of conducting such meetings, the Board may incorporate into the regular school calendar time during which students will not attend school.

Legal References: ORS 332.075 (1)(a); OAR 581-022-1620

History: Adpt 6/71; Amd 9/9/02; BA 2419



## 5.20.080-P Evaluation Of Teachers

### (1) Evaluation of Employee Performance.

- (a) A program of systematic evaluation of employee performance is essential, both for determining fitness for retention as a member of the staff, and as a basis for guidance and assistance in improving competencies and performance.
- (b) It is the expectation of the Board that new teachers will look upon the probationary years as a time when extensive development of teaching skills should occur and when the foundation for continuous growth should be established and that each tenure teacher shall be continuously concerned with the evaluation of his/her own performance, with continuous professional growth, and with the increasingly effective use of all district instructional resources. Administrative evaluations shall reflect high standards of expectation for teacher performance. In keeping with state law, which empowers the Board to dismiss a probationary teacher for any reason it deems in good faith sufficient, it shall not be required of administrators that they prove incompetence when not recommending a probationary teacher for a subsequent contract. Teachers whose competence and performance do not, in the judgment of the administrative staff, meet the district's standards shall not be recommended for permanent status.
- (c) The performance standards for district teachers and the evaluation process with respect to their services shall be governed by this policy and the "Portland School District Teacher Evaluation Process," described in Board Resolution No. 8505, adopted September 22, 1980 as thereafter amended from time to time. The performance standards described therein are subject to amendment only by the Board. The remaining sections, exclusive of the "Job Descriptions," but including all procedural steps described therein, are adopted by the Board but are subject to amendment from time to time on the authority of the superintendent. The content of the "Job Descriptions" (with the exception of that for the superintendent) is established on the authority of the superintendent and is subject to amendment on the authority from time to time. The superintendent shall supplement the "Portland School District Teacher Evaluation Process" booklet, above described, with appropriate administrative directives and regulations, as deemed necessary to implement the process.

## 5.20.080-P Evaluation Of Teachers

### (2) Multiethnic Education — Standard of Performance.

- (a) The competent teacher in subjects with multiethnic dimensions includes appropriate multiethnic themes in lesson plans and instruction, including historical or other information as to cultures having significant impact on the world, nation or community.
- (b) The competent teacher and administrator are aware of and appreciate cultural diversity and the importance of communication skills reflecting sensitivity to the feelings of all persons, regardless of their race, color, religion, sex, age or national origin and do such preparation and take such training as is necessary to develop such awareness and appreciation in herself or himself.
- (c) The competent administrator takes appropriate steps within his/her responsibilities to cause the elements in a. and b. above to be reflected in the school instructional program and evaluates those teachers and administrators subject to his/her evaluation and supervision with respect to their performance regarding a. and b. above. The level of competent performance required shall be determined by the professional judgment of the supervisor of the teacher or administrator.

Legal References: ORS 243.650; ORS 332.505; ORS 342.850; OAR 581-022-1720

History: Adpt. 6/71; Amd. 9/71; Amd. 1/8/79; Amd. 8/25/80; Amd. 9/22/80

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	# Documentation Required (Adjusted Enrollment)	# Vaccinated: DTaP/Tdap	% Vaccinated: DTaP/Tdap	# Vaccinated: Polio	% Vaccinated: Polio	# Vaccinated: Varicella	% Vaccinated: Varicella	# Vaccinated: MMR
Abernethy ES	442	421	95.2 %	422	95.5 %	422	95.5 %	432
Access	316	311	98.4 %	304	96.2 %	308	97.5 %	314
Ainsworth ES	599	585	97.7 %	579	96.7 %	581	97.0 %	588
Alameda ES	599	580	96.8 %	571	95.3 %	580	96.8 %	584
Alliance HS @ Benson Campus	96	91	94.8 %	96	100.0 %	95	99.0 %	95
Alliance HS at Meek	141	125	88.7 %	132	93.6 %	131	92.9 %	133
Arleta K-8	482	450	93.4 %	449	93.2 %	459	95.2 %	467
Arthur Academy Charter (Portland Public Schools)	159	151	95.0 %	149	93.7 %	153	96.2 %	153
Astor K-8	390	368	94.4 %	371	95.1 %	377	96.7 %	382
Atkinson ES	391	369	94.4 %	365	93.4 %	364	93.1 %	377
Beach ES	376	364	96.8 %	364	96.8 %	363	96.5 %	372
Beaumont MS	522	484	92.7 %	498	95.4 %	506	96.9 %	511
Benson Polytechnic HS	979	925	94.5 %	933	95.3 %	944	96.4 %	946
Beverly Cleary K-8	684	657	96.1 %	663	96.9 %	666	97.4 %	670
Boise-Eliot PK-8	329	302	91.8 %	304	92.4 %	310	94.2 %	308
Bridger K-8	513	479	93.4 %	478	93.2 %	490	95.5 %	495
Bridlemile E.S.	427	418	97.9 %	416	97.4 %	415	97.2 %	417
Buckman ES	444	390	87.8 %	382	86.0 %	389	87.6 %	405
C.T.C. Northeast	98	94	95.9 %	98	100.0 %	97	99.0 %	97
C.T.C. Southeast	79	73	92.4 %	78	98.7 %	77	97.5 %	76
Capitol Hill ES	338	334	98.8 %	334	98.8 %	333	98.5 %	337
Cesar Chavez School K-8	539	511	94.8 %	519	96.3 %	527	97.8 %	530
Chapman ES	362	341	94.2 %	342	94.5 %	348	96.1 %	353
Chief Joseph ES	299	284	95.0 %	282	94.3 %	285	95.3 %	284
Cleveland HS	1550	1468	94.7 %	1491	96.2 %	1502	96.9 %	1517
Creative Science School PK-8	446	398	89.2 %	386	86.5 %	395	88.6 %	399
Creston PK-8	377	347	92.0 %	351	93.1 %	350	92.8 %	361

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Vaccinated: MMR	# Vaccinated: Measles	% Vaccinated: Measles	# Vaccinated: HepB	% Vaccinated: HepB	# Vaccinated: HepA	% Vaccinated: HepA	# With All Vaccines Required
Abernethy ES	97.7 %	427	96.6 %	414	93.7 %	419	94.8 %	405
Access	99.4 %	312	98.7 %	302	95.6 %	303	95.9 %	298
Ainsworth ES	98.2 %	576	96.2 %	571	95.3 %	574	95.8 %	557
Alameda ES	97.5 %	574	95.8 %	568	94.8 %	572	95.5 %	561
Alliance HS @ Benson Campus	99.0 %	94	97.9 %	94	97.9 %	89	92.7 %	87
Alliance HS at Meek	94.3 %	131	92.9 %	131	92.9 %	128	90.8 %	123
Arleta K-8	96.9 %	457	94.8 %	450	93.4 %	457	94.8 %	432
Arthur Academy Charter (Portland Public Schools)	96.2 %	151	95.0 %	152	95.6 %	149	93.7 %	145
Astor K-8	97.9 %	375	96.2 %	372	95.4 %	368	94.4 %	350
Atkinson ES	96.4 %	361	92.3 %	357	91.3 %	359	91.8 %	347
Beach ES	98.9 %	364	96.8 %	360	95.7 %	365	97.1 %	350
Beaumont MS	97.9 %	504	96.6 %	492	94.3 %	491	94.1 %	469
Benson Polytechnic HS	96.6 %	938	95.8 %	930	95.0 %	920	94.0 %	900
Beverly Cleary K-8	98.0 %	663	96.9 %	656	95.9 %	657	96.1 %	638
Boise-Eliot PK-8	93.6 %	306	93.0 %	308	93.6 %	305	92.7 %	294
Bridger K-8	96.5 %	482	94.0 %	477	93.0 %	478	93.2 %	461
Bridlemile E.S.	97.7 %	411	96.3 %	406	95.1 %	413	96.7 %	399
Buckman ES	91.2 %	389	87.6 %	376	84.7 %	382	86.0 %	355
C.T.C. Northeast	99.0 %	95	96.9 %	96	98.0 %	86	87.8 %	85
C.T.C. Southeast	96.2 %	75	94.9 %	77	97.5 %	70	88.6 %	68
Capitol Hill ES	99.7 %	334	98.8 %	327	96.7 %	332	98.2 %	326
Cesar Chavez School K-8	98.3 %	522	96.8 %	518	96.1 %	516	95.7 %	499
Chapman ES	97.5 %	342	94.5 %	343	94.8 %	342	94.5 %	332
Chief Joseph ES	95.0 %	284	95.0 %	279	93.3 %	284	95.0 %	274
Cleveland HS	97.9 %	1494	96.4 %	1478	95.4 %	1474	95.1 %	1432
Creative Science School PK-8	89.5 %	399	89.5 %	380	85.2 %	391	87.7 %	369
Creston PK-8	95.8 %	354	93.9 %	345	91.5 %	341	90.5 %	320

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% With All Vaccines Required	# Nonmedical Exemptions Any Vaccines	% Nonmedical Exemptions Any Vaccines	# Exemption: DTaP/Tdap	% Exemption: DTaP/Tdap	# Exemption: Polio	% Exemption: Polio	# Exemption: Varicella
Abernethy ES	91.6 %	31	7.0 %	17	3.8 %	16	3.6 %	18
Access	94.3 %	18	5.7 %	5	1.6 %	12	3.8 %	8
Ainsworth ES	93.0 %	32	5.3 %	13	2.2 %	19	3.2 %	17
Alameda ES	93.7 %	34	5.7 %	17	2.8 %	26	4.3 %	18
Alliance HS @ Benson Campus	90.6 %	4	4.2 %	4	4.2 %	0	0.0 %	1
Alliance HS at Meek	87.2 %	12	8.5 %	12	8.5 %	7	5.0 %	8
Arleta K-8	89.6 %	33	6.8 %	19	3.9 %	26	5.4 %	18
Arthur Academy Charter (Portland Public Schools)	91.2 %	7	4.4 %	6	3.8 %	6	3.8 %	6
Astor K-8	89.7 %	26	6.7 %	14	3.6 %	17	4.4 %	13
Atkinson ES	88.7 %	31	7.9 %	15	3.8 %	19	4.9 %	19
Beach ES	93.1 %	16	4.3 %	5	1.3 %	7	1.9 %	10
Beaumont MS	89.8 %	35	6.7 %	22	4.2 %	22	4.2 %	14
Benson Polytechnic HS	91.9 %	75	7.7 %	51	5.2 %	44	4.5 %	34
Beverly Cleary K-8	93.3 %	29	4.2 %	18	2.6 %	18	2.6 %	18
Boise-Eliot PK-8	89.4 %	22	6.7 %	18	5.5 %	17	5.2 %	12
Bridger K-8	89.9 %	27	5.3 %	17	3.3 %	20	3.9 %	17
Bridlemile E.S.	93.4 %	24	5.6 %	8	1.9 %	10	2.3 %	12
Buckman ES	80.0 %	53	11.9 %	30	6.8 %	38	8.6 %	39
C.T.C. Northeast	86.7 %	5	5.1 %	4	4.1 %	0	0.0 %	1
C.T.C. Southeast	86.1 %	3	3.8 %	3	3.8 %	0	0.0 %	0
Capitol Hill ES	96.4 %	8	2.4 %	2	0.6 %	2	0.6 %	4
Cesar Chavez School K-8	92.6 %	17	3.2 %	12	2.2 %	12	2.2 %	9
Chapman ES	91.7 %	19	5.2 %	12	3.3 %	14	3.9 %	13
Chief Joseph ES	91.6 %	20	6.7 %	12	4.0 %	15	5.0 %	11
Cleveland HS	92.4 %	87	5.6 %	59	3.8 %	46	3.0 %	32
Creative Science School PK-8	82.7 %	68	15.2 %	45	10.1 %	55	12.3 %	49
Creston PK-8	84.9 %	29	7.7 %	17	4.5 %	20	5.3 %	23

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Exemption: Varicella	# Exemption: Measles	% Exemption: Measles	# Exemption: Mumps	% Exemption: Mumps	# Exemption: Rubella	% Exemption: Rubella	# Exemption: HepB
Abernethy ES	4.1 %	13	2.9 %	7	1.6 %	7	1.6 %	25
Access	2.5 %	4	1.3 %	2	0.6 %	2	0.6 %	14
Ainsworth ES	2.8 %	20	3.3 %	11	1.8 %	11	1.8 %	23
Alameda ES	3.0 %	22	3.7 %	14	2.3 %	14	2.3 %	29
Alliance HS @ Benson Campus	1.0 %	2	2.1 %	1	1.0 %	1	1.0 %	2
Alliance HS at Meek	5.7 %	8	5.7 %	6	4.3 %	6	4.3 %	8
Arleta K-8	3.7 %	20	4.1 %	14	2.9 %	14	2.9 %	26
Arthur Academy Charter (Portland Public Schools)	3.8 %	6	3.8 %	6	3.8 %	6	3.8 %	7
Astor K-8	3.3 %	15	3.8 %	8	2.1 %	8	2.1 %	16
Atkinson ES	4.9 %	24	6.1 %	12	3.1 %	12	3.1 %	27
Beach ES	2.7 %	7	1.9 %	2	0.5 %	2	0.5 %	11
Beaumont MS	2.7 %	17	3.3 %	11	2.1 %	11	2.1 %	28
Benson Polytechnic HS	3.5 %	40	4.1 %	30	3.1 %	32	3.3 %	48
Beverly Cleary K-8	2.6 %	18	2.6 %	14	2.0 %	14	2.0 %	27
Boise-Eliot PK-8	3.6 %	16	4.9 %	12	3.6 %	12	3.6 %	13
Bridger K-8	3.3 %	18	3.5 %	13	2.5 %	13	2.5 %	22
Bridlemile E.S.	2.8 %	15	3.5 %	9	2.1 %	9	2.1 %	19
Buckman ES	8.8 %	35	7.9 %	20	4.5 %	19	4.3 %	47
C.T.C. Northeast	1.0 %	3	3.1 %	1	1.0 %	1	1.0 %	2
C.T.C. Southeast	0.0 %	2	2.5 %	1	1.3 %	1	1.3 %	1
Capitol Hill ES	1.2 %	2	0.6 %	0	0.0 %	0	0.0 %	8
Cesar Chavez School K-8	1.7 %	11	2.0 %	6	1.1 %	6	1.1 %	12
Chapman ES	3.6 %	14	3.9 %	8	2.2 %	8	2.2 %	15
Chief Joseph ES	3.7 %	13	4.3 %	8	2.7 %	8	2.7 %	17
Cleveland HS	2.1 %	39	2.5 %	19	1.2 %	20	1.3 %	56
Creative Science School PK-8	11.0 %	46	10.3 %	32	7.2 %	32	7.2 %	62
Creston PK-8	6.1 %	16	4.2 %	12	3.2 %	12	3.2 %	22

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Exemption: HepB	# Exemption: HepA	% Exemption: HepA	# Nonmedical Exemptions All Vaccines	% Nonmedical Exemptions All Vaccines	# No Record	% No Record	# With Medical Exemption(s)
Abernethy ES	5.7 %	19	4.3 %	7	1.6 %	2	0.5 %	0
Access	4.4 %	13	4.1 %	1	0.3 %	0	0.0 %	0
Ainsworth ES	3.8 %	20	3.3 %	7	1.2 %	0	0.0 %	1
Alameda ES	4.8 %	26	4.3 %	11	1.8 %	0	0.0 %	1
Alliance HS @ Benson Campus	2.1 %	2	2.1 %	1	1.0 %	0	0.0 %	0
Alliance HS at Meek	5.7 %	9	6.4 %	6	4.3 %	2	1.4 %	0
Arleta K-8	5.4 %	20	4.1 %	13	2.7 %	1	0.2 %	0
Arthur Academy Charter (Portland Public Schools)	4.4 %	7	4.4 %	6	3.8 %	0	0.0 %	0
Astor K-8	4.1 %	18	4.6 %	6	1.5 %	0	0.0 %	0
Atkinson ES	6.9 %	22	5.6 %	11	2.8 %	1	0.3 %	1
Beach ES	2.9 %	7	1.9 %	2	0.5 %	2	0.5 %	0
Beaumont MS	5.4 %	28	5.4 %	10	1.9 %	0	0.0 %	0
Benson Polytechnic HS	4.9 %	58	5.9 %	24	2.5 %	0	0.0 %	1
Beverly Cleary K-8	3.9 %	22	3.2 %	12	1.8 %	0	0.0 %	0
Boise-Eliot PK-8	4.0 %	15	4.6 %	9	2.7 %	6	1.8 %	0
Bridger K-8	4.3 %	21	4.1 %	11	2.1 %	4	0.8 %	0
Bridlemile E.S.	4.4 %	12	2.8 %	6	1.4 %	0	0.0 %	0
Buckman ES	10.6 %	35	7.9 %	16	3.6 %	13	2.9 %	0
C.T.C. Northeast	2.0 %	4	4.1 %	1	1.0 %	0	0.0 %	0
C.T.C. Southeast	1.3 %	1	1.3 %	0	0.0 %	1	1.3 %	2
Capitol Hill ES	2.4 %	5	1.5 %	0	0.0 %	0	0.0 %	0
Cesar Chavez School K-8	2.2 %	14	2.6 %	6	1.1 %	3	0.6 %	0
Chapman ES	4.1 %	14	3.9 %	8	2.2 %	1	0.3 %	0
Chief Joseph ES	5.7 %	13	4.3 %	5	1.7 %	2	0.7 %	0
Cleveland HS	3.6 %	57	3.7 %	17	1.1 %	8	0.5 %	5
Creative Science School PK-8	13.9 %	53	11.9 %	27	6.1 %	0	0.0 %	0
Creston PK-8	5.8 %	24	6.4 %	12	3.2 %	2	0.5 %	1

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% With Medical Exemption(s)	# Not Counted
Abernethy ES	0.0 %	0
Access	0.0 %	3
Ainsworth ES	0.2 %	0
Alameda ES	0.2 %	0
Alliance HS @ Benson Campus	0.0 %	0
Alliance HS at Meek	0.0 %	0
Arleta K-8	0.0 %	0
Arthur Academy Charter (Portland Public Schools)	0.0 %	0
Astor K-8	0.0 %	0
Atkinson ES	0.3 %	0
Beach ES	0.0 %	0
Beaumont MS	0.0 %	0
Benson Polytechnic HS	0.1 %	0
Beverly Cleary K-8	0.0 %	0
Boise-Eliot PK-8	0.0 %	0
Bridger K-8	0.0 %	0
Bridlemile E.S.	0.0 %	0
Buckman ES	0.0 %	0
C.T.C. Northeast	0.0 %	0
C.T.C. Southeast	2.5 %	4
Capitol Hill ES	0.0 %	0
Cesar Chavez School K-8	0.0 %	0
Chapman ES	0.0 %	0
Chief Joseph ES	0.0 %	0
Cleveland HS	0.3 %	0
Creative Science School PK-8	0.0 %	0
Creston PK-8	0.3 %	0

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	# Documentation Required (Adjusted Enrollment)	# Vaccinated: DTaP/Tdap	% Vaccinated: DTaP/Tdap	# Vaccinated: Polio	% Vaccinated: Polio	# Vaccinated: Varicella	% Vaccinated: Varicella	# Vaccinated: MMR
DaVinci Arts MS	439	391	89.1 %	399	90.9 %	406	92.5 %	420
Dr. Martin Luther King Jr. ES	317	309	97.5 %	307	96.8 %	311	98.1 %	312
Duniway ES	457	439	96.1 %	437	95.6 %	441	96.5 %	441
Faubion ES	707	658	93.1 %	678	95.9 %	694	98.2 %	698
Forest Park ES	345	343	99.4 %	340	98.6 %	340	98.6 %	343
Franklin HS	1971	1855	94.1 %	1876	95.2 %	1889	95.8 %	1909
George MS	430	394	91.6 %	420	97.7 %	421	97.9 %	424
Glencoe ES	387	365	94.3 %	363	93.8 %	368	95.1 %	376
Grant HS	1946	1864	95.8 %	1883	96.8 %	1898	97.5 %	1912
Grout ES	354	334	94.4 %	328	92.7 %	335	94.6 %	344
HARRIET TUBMAN MS	441	406	92.1 %	428	97.1 %	431	97.7 %	433
Harrison Park PK-8	579	512	88.4 %	537	92.7 %	552	95.3 %	557
Hayhurst ES	385	372	96.6 %	368	95.6 %	373	96.9 %	382
Hosford International MS	663	619	93.4 %	633	95.5 %	630	95.0 %	642
Irvington ES	317	306	96.5 %	301	95.0 %	308	97.2 %	315
Jackson MS	790	722	91.4 %	753	95.3 %	758	95.9 %	764
James John ES	320	309	96.6 %	309	96.6 %	315	98.4 %	317
Jefferson HS	617	573	92.9 %	591	95.8 %	594	96.3 %	598
KairosPDX	221	192	86.9 %	188	85.1 %	200	90.5 %	193
Kelly ES	423	309	73.0 %	311	73.5 %	332	78.5 %	336
Lane MS	407	332	81.6 %	368	90.4 %	390	95.8 %	381
Laurelhurst K-8	679	658	96.9 %	661	97.3 %	664	97.8 %	657
Lee ES	257	243	94.6 %	241	93.8 %	251	97.7 %	252
Lent K-8	475	437	92.0 %	443	93.3 %	454	95.6 %	456
Lewis ES	357	332	93.0 %	324	90.8 %	328	91.9 %	343
Lincoln High School	1470	1427	97.1 %	1446	98.4 %	1450	98.6 %	1452
Llewellyn ES	443	424	95.7 %	423	95.5 %	425	95.9 %	436

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Vaccinated: MMR	# Vaccinated: Measles	% Vaccinated: Measles	# Vaccinated: HepB	% Vaccinated: HepB	# Vaccinated: HepA	% Vaccinated: HepA	# With All Vaccines Required
DaVinci Arts MS	95.7 %	406	92.5 %	388	88.4 %	394	89.7 %	372
Dr. Martin Luther King Jr. ES	98.4 %	310	97.8 %	305	96.2 %	306	96.5 %	297
Duniway ES	96.5 %	437	95.6 %	437	95.6 %	433	94.7 %	425
Faubion ES	98.7 %	683	96.6 %	687	97.2 %	682	96.5 %	648
Forest Park ES	99.4 %	339	98.3 %	337	97.7 %	340	98.6 %	335
Franklin HS	96.9 %	1884	95.6 %	1860	94.4 %	1837	93.2 %	1796
George MS	98.6 %	419	97.4 %	420	97.7 %	418	97.2 %	390
Glencoe ES	97.2 %	367	94.8 %	358	92.5 %	362	93.5 %	346
Grant HS	98.3 %	1886	96.9 %	1879	96.6 %	1868	96.0 %	1828
Grout ES	97.2 %	332	93.8 %	326	92.1 %	327	92.4 %	314
HARRIET TUBMAN MS	98.2 %	429	97.3 %	426	96.6 %	427	96.8 %	397
Harrison Park PK-8	96.2 %	541	93.4 %	544	94.0 %	535	92.4 %	497
Hayhurst ES	99.2 %	370	96.1 %	359	93.2 %	369	95.8 %	346
Hosford International MS	96.8 %	633	95.5 %	619	93.4 %	623	94.0 %	589
Irvington ES	99.4 %	305	96.2 %	304	95.9 %	304	95.9 %	299
Jackson MS	96.7 %	754	95.4 %	746	94.4 %	744	94.2 %	699
James John ES	99.1 %	309	96.6 %	313	97.8 %	311	97.2 %	299
Jefferson HS	96.9 %	591	95.8 %	585	94.8 %	578	93.7 %	559
KairosPDX	87.3 %	193	87.3 %	194	87.8 %	198	89.6 %	183
Kelly ES	79.4 %	314	74.2 %	324	76.6 %	311	73.5 %	298
Lane MS	93.6 %	370	90.9 %	377	92.6 %	366	89.9 %	325
Laurelhurst K-8	96.8 %	657	96.8 %	655	96.5 %	661	97.3 %	647
Lee ES	98.1 %	243	94.6 %	247	96.1 %	245	95.3 %	234
Lent K-8	96.0 %	447	94.1 %	445	93.7 %	445	93.7 %	423
Lewis ES	96.1 %	331	92.7 %	317	88.8 %	321	89.9 %	310
Lincoln High School	98.8 %	1443	98.2 %	1440	98.0 %	1432	97.4 %	1401
Llewellyn ES	98.4 %	426	96.2 %	421	95.0 %	421	95.0 %	409

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% With All Vaccines Required	# Nonmedical Exemptions Any Vaccines	% Nonmedical Exemptions Any Vaccines	# Exemption: DTaP/Tdap	% Exemption: DTaP/Tdap	# Exemption: Polio	% Exemption: Polio	# Exemption: Varicella
DaVinci Arts MS	84.7 %	58	13.2 %	39	8.9 %	40	9.1 %	33
Dr. Martin Luther King Jr. ES	93.7 %	11	3.5 %	6	1.9 %	7	2.2 %	4
Duniway ES	93.0 %	24	5.3 %	14	3.1 %	16	3.5 %	13
Faubion ES	91.7 %	23	3.3 %	19	2.7 %	16	2.3 %	11
Forest Park ES	97.1 %	9	2.6 %	2	0.6 %	3	0.9 %	5
Franklin HS	91.1 %	144	7.3 %	104	5.3 %	85	4.3 %	75
George MS	90.7 %	13	3.0 %	9	2.1 %	6	1.4 %	5
Glencoe ES	89.4 %	33	8.5 %	16	4.1 %	19	4.9 %	18
Grant HS	93.9 %	107	5.5 %	78	4.0 %	60	3.1 %	45
Grout ES	88.7 %	32	9.0 %	16	4.5 %	21	5.9 %	16
HARRIET TUBMAN MS	90.0 %	12	2.7 %	4	0.9 %	7	1.6 %	6
Harrison Park PK-8	85.8 %	17	2.9 %	14	2.4 %	13	2.2 %	10
Hayhurst ES	89.9 %	24	6.2 %	6	1.6 %	10	2.6 %	11
Hosford International MS	88.8 %	47	7.1 %	21	3.2 %	26	3.9 %	29
Irvington ES	94.3 %	14	4.4 %	9	2.8 %	14	4.4 %	9
Jackson MS	88.5 %	48	6.1 %	33	4.2 %	28	3.5 %	23
James John ES	93.4 %	8	2.5 %	4	1.2 %	4	1.2 %	4
Jefferson HS	90.6 %	50	8.1 %	41	6.6 %	26	4.2 %	23
KairosPDX	82.8 %	27	12.2 %	19	8.6 %	22	10.0 %	17
Kelly ES	70.4 %	104	24.6 %	96	22.7 %	95	22.5 %	80
Lane MS	79.9 %	38	9.3 %	34	8.4 %	31	7.6 %	14
Laurelhurst K-8	95.3 %	26	3.8 %	15	2.2 %	16	2.4 %	15
Lee ES	91.1 %	8	3.1 %	5	1.9 %	6	2.3 %	4
Lent K-8	89.1 %	15	3.2 %	10	2.1 %	12	2.5 %	9
Lewis ES	86.8 %	43	12.0 %	25	7.0 %	31	8.7 %	28
Lincoln High School	95.3 %	46	3.1 %	29	2.0 %	15	1.0 %	13
Llewellyn ES	92.3 %	27	6.1 %	15	3.4 %	17	3.8 %	17

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Exemption: Varicella	# Exemption: Measles	% Exemption: Measles	# Exemption: Mumps	% Exemption: Mumps	# Exemption: Rubella	% Exemption: Rubella	# Exemption: HepB
DaVinci Arts MS	7.5 %	32	7.3 %	19	4.3 %	19	4.3 %	51
Dr. Martin Luther King Jr. ES	1.3 %	5	1.6 %	3	0.9 %	3	0.9 %	8
Duniway ES	2.8 %	17	3.7 %	13	2.8 %	13	2.8 %	18
Faubion ES	1.6 %	13	1.8 %	8	1.1 %	8	1.1 %	18
Forest Park ES	1.4 %	6	1.7 %	2	0.6 %	2	0.6 %	7
Franklin HS	3.8 %	80	4.1 %	55	2.8 %	56	2.8 %	102
George MS	1.2 %	7	1.6 %	2	0.5 %	2	0.5 %	6
Glencoe ES	4.7 %	16	4.1 %	10	2.6 %	10	2.6 %	26
Grant HS	2.3 %	55	2.8 %	34	1.7 %	32	1.6 %	63
Grout ES	4.5 %	18	5.1 %	8	2.3 %	8	2.3 %	23
HARRIET TUBMAN MS	1.4 %	7	1.6 %	4	0.9 %	4	0.9 %	10
Harrison Park PK-8	1.7 %	12	2.1 %	9	1.6 %	9	1.6 %	10
Hayhurst ES	2.9 %	10	2.6 %	2	0.5 %	2	0.5 %	21
Hosford International MS	4.4 %	25	3.8 %	17	2.6 %	17	2.6 %	39
Irvington ES	2.8 %	12	3.8 %	2	0.6 %	2	0.6 %	13
Jackson MS	2.9 %	28	3.5 %	20	2.5 %	20	2.5 %	38
James John ES	1.2 %	3	0.9 %	2	0.6 %	2	0.6 %	6
Jefferson HS	3.7 %	26	4.2 %	19	3.1 %	19	3.1 %	32
KairosPDX	7.7 %	19	8.6 %	12	5.4 %	12	5.4 %	21
Kelly ES	18.9 %	93	22.0 %	77	18.2 %	77	18.2 %	86
Lane MS	3.4 %	31	7.6 %	24	5.9 %	24	5.9 %	24
Laurelhurst K-8	2.2 %	20	2.9 %	13	1.9 %	13	1.9 %	21
Lee ES	1.6 %	5	1.9 %	3	1.2 %	3	1.2 %	5
Lent K-8	1.9 %	10	2.1 %	7	1.5 %	7	1.5 %	14
Lewis ES	7.8 %	25	7.0 %	15	4.2 %	14	3.9 %	37
Lincoln High School	0.9 %	17	1.2 %	11	0.7 %	11	0.7 %	23
Llewellyn ES	3.8 %	14	3.2 %	6	1.4 %	6	1.4 %	20

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Exemption: HepB	# Exemption: HepA	% Exemption: HepA	# Nonmedical Exemptions All Vaccines	% Nonmedical Exemptions All Vaccines	# No Record	% No Record	# With Medical Exemption(s)
DaVinci Arts MS	11.6 %	45	10.3 %	16	3.6 %	0	0.0 %	2
Dr. Martin Luther King Jr. ES	2.5 %	6	1.9 %	3	0.9 %	0	0.0 %	0
Duniway ES	3.9 %	20	4.4 %	11	2.4 %	2	0.4 %	1
Faubion ES	2.5 %	15	2.1 %	8	1.1 %	1	0.1 %	0
Forest Park ES	2.0 %	5	1.4 %	1	0.3 %	0	0.0 %	0
Franklin HS	5.2 %	111	5.6 %	47	2.4 %	2	0.1 %	1
George MS	1.4 %	8	1.9 %	2	0.5 %	4	0.9 %	0
Glencoe ES	6.7 %	21	5.4 %	8	2.1 %	0	0.0 %	1
Grant HS	3.2 %	71	3.6 %	25	1.3 %	1	0.1 %	3
Grout ES	6.5 %	22	6.2 %	7	2.0 %	2	0.6 %	0
HARRIET TUBMAN MS	2.3 %	7	1.6 %	3	0.7 %	3	0.7 %	0
Harrison Park PK-8	1.7 %	11	1.9 %	9	1.6 %	12	2.1 %	1
Hayhurst ES	5.5 %	13	3.4 %	2	0.5 %	1	0.3 %	0
Hosford International MS	5.9 %	32	4.8 %	12	1.8 %	3	0.5 %	0
Irvington ES	4.1 %	11	3.5 %	2	0.6 %	1	0.3 %	0
Jackson MS	4.8 %	33	4.2 %	17	2.2 %	5	0.6 %	0
James John ES	1.9 %	4	1.2 %	2	0.6 %	0	0.0 %	0
Jefferson HS	5.2 %	34	5.5 %	18	2.9 %	4	0.6 %	0
KairosPDX	9.5 %	17	7.7 %	11	5.0 %	3	1.4 %	0
Kelly ES	20.3 %	99	23.4 %	67	15.8 %	9	2.1 %	0
Lane MS	5.9 %	34	8.4 %	11	2.7 %	1	0.2 %	1
Laurelhurst K-8	3.1 %	15	2.2 %	10	1.5 %	0	0.0 %	0
Lee ES	1.9 %	6	2.3 %	3	1.2 %	2	0.8 %	0
Lent K-8	2.9 %	12	2.5 %	6	1.3 %	11	2.3 %	0
Lewis ES	10.4 %	35	9.8 %	13	3.6 %	0	0.0 %	0
Lincoln High School	1.6 %	22	1.5 %	8	0.5 %	5	0.3 %	2
Llewellyn ES	4.5 %	18	4.1 %	5	1.1 %	1	0.2 %	0

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% With Medical Exemption(s)	# Not Counted
DaVinci Arts MS	0.5 %	0
Dr. Martin Luther King Jr. ES	0.0 %	0
Duniway ES	0.2 %	0
Faubion ES	0.0 %	0
Forest Park ES	0.0 %	0
Franklin HS	0.1 %	4
George MS	0.0 %	0
Glencoe ES	0.3 %	0
Grant HS	0.2 %	5
Grout ES	0.0 %	1
HARRIET TUBMAN MS	0.0 %	0
Harrison Park PK-8	0.2 %	0
Hayhurst ES	0.0 %	0
Hosford International MS	0.0 %	0
Irvington ES	0.0 %	0
Jackson MS	0.0 %	0
James John ES	0.0 %	0
Jefferson HS	0.0 %	0
KairosPDX	0.0 %	0
Kelly ES	0.0 %	0
Lane MS	0.2 %	0
Laurelhurst K-8	0.0 %	0
Lee ES	0.0 %	1
Lent K-8	0.0 %	0
Lewis ES	0.0 %	0
Lincoln High School	0.1 %	4
Llewellyn ES	0.0 %	0

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	# Documentation Required (Adjusted Enrollment)	# Vaccinated: DTaP/Tdap	% Vaccinated: DTaP/Tdap	# Vaccinated: Polio	% Vaccinated: Polio	# Vaccinated: Varicella	% Vaccinated: Varicella	# Vaccinated: MMR
Maplewood ES	323	316	97.8 %	312	96.6 %	314	97.2 %	317
Markham ES	407	370	90.9 %	373	91.6 %	380	93.4 %	383
Marysville K-8	405	370	91.4 %	384	94.8 %	389	96.0 %	390
McDaniel HS	1139	1095	96.1 %	1105	97.0 %	1118	98.2 %	1120
Meadows ES	309	295	95.5 %	296	95.8 %	301	97.4 %	302
Metropolitan Learning Center K-8	298	267	89.6 %	263	88.3 %	266	89.3 %	283
Metropolitan Learning Ctr HS	77	68	88.3 %	71	92.2 %	70	90.9 %	70
Mt Scott Learning Ctr	146	133	91.1 %	138	94.5 %	135	92.5 %	139
Mt Tabor MS	714	640	89.6 %	661	92.6 %	662	92.7 %	682
NAYA Early College Academy	52	48	92.3 %	50	96.2 %	50	96.2 %	50
Ockley Green MS	487	441	90.6 %	459	94.3 %	464	95.3 %	469
Odyssey Program K-8	239	223	93.3 %	226	94.6 %	226	94.6 %	230
Peninsula ES	237	223	94.1 %	222	93.7 %	233	98.3 %	234
Pioneer 5-8 @ Youngson	42	35	83.3 %	39	92.9 %	41	97.6 %	40
PIONEER HS	30	25	83.3 %	30	100.0 %	30	100.0 %	30
Pioneer K-6 @ Holladay Center	38	34	89.5 %	35	92.1 %	34	89.5 %	35
Portland Village School	422	320	75.8 %	307	72.7 %	315	74.6 %	337
Richmond ES	589	561	95.2 %	557	94.6 %	558	94.7 %	573
Rieke ES	328	315	96.0 %	308	93.9 %	316	96.3 %	319
Rigler ES	264	259	98.1 %	258	97.7 %	259	98.1 %	262
Robert Gray MS	500	469	93.8 %	483	96.6 %	483	96.6 %	490
Roosevelt HS	1293	1238	95.7 %	1243	96.1 %	1253	96.9 %	1261
Rosa Parks E.S.	262	242	92.4 %	246	93.9 %	252	96.2 %	252
ROSE CITY PARK ES	527	503	95.4 %	501	95.1 %	513	97.3 %	519
Roseway Heights MS	607	563	92.8 %	585	96.4 %	589	97.0 %	593
Sabin ES	353	347	98.3 %	347	98.3 %	349	98.9 %	352
Scott ES	462	433	93.7 %	434	93.9 %	443	95.9 %	447

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Vaccinated: MMR	# Vaccinated: Measles	% Vaccinated: Measles	# Vaccinated: HepB	% Vaccinated: HepB	# Vaccinated: HepA	% Vaccinated: HepA	# With All Vaccines Required
Maplewood ES	98.1 %	314	97.2 %	311	96.3 %	310	96.0 %	302
Markham ES	94.1 %	369	90.7 %	371	91.2 %	367	90.2 %	352
Marysville K-8	96.3 %	382	94.3 %	386	95.3 %	382	94.3 %	363
McDaniel HS	98.3 %	1111	97.5 %	1107	97.2 %	1090	95.7 %	1073
Meadows ES	97.7 %	296	95.8 %	296	95.8 %	293	94.8 %	285
Metropolitan Learning Center K-8	95.0 %	267	89.6 %	249	83.6 %	256	85.9 %	239
Metropolitan Learning Ctr HS	90.9 %	70	90.9 %	66	85.7 %	66	85.7 %	65
Mt Scott Learning Ctr	95.2 %	139	95.2 %	137	93.8 %	133	91.1 %	132
Mt Tabor MS	95.5 %	659	92.3 %	643	90.1 %	644	90.2 %	609
NAYA Early College Academy	96.2 %	50	96.2 %	50	96.2 %	46	88.5 %	45
Ockley Green MS	96.3 %	466	95.7 %	453	93.0 %	455	93.4 %	426
Odyssey Program K-8	96.2 %	225	94.1 %	217	90.8 %	221	92.5 %	213
Peninsula ES	98.7 %	223	94.1 %	228	96.2 %	231	97.5 %	216
Pioneer 5-8 @ Youngson	95.2 %	39	92.9 %	40	95.2 %	39	92.9 %	35
PIONEER HS	100.0 %	29	96.7 %	30	100.0 %	29	96.7 %	24
Pioneer K-6 @ Holladay Center	92.1 %	33	86.8 %	34	89.5 %	34	89.5 %	33
Portland Village School	79.9 %	321	76.1 %	289	68.5 %	306	72.5 %	274
Richmond ES	97.3 %	564	95.8 %	550	93.4 %	553	93.9 %	538
Rieke ES	97.3 %	313	95.4 %	305	93.0 %	307	93.6 %	300
Rigler ES	99.2 %	259	98.1 %	259	98.1 %	257	97.3 %	252
Robert Gray MS	98.0 %	486	97.2 %	477	95.4 %	482	96.4 %	454
Roosevelt HS	97.5 %	1252	96.8 %	1243	96.1 %	1238	95.7 %	1217
Rosa Parks E.S.	96.2 %	247	94.3 %	249	95.0 %	250	95.4 %	241
ROSE CITY PARK ES	98.5 %	504	95.6 %	502	95.3 %	497	94.3 %	486
Roseway Heights MS	97.7 %	589	97.0 %	583	96.0 %	579	95.4 %	548
Sabin ES	99.7 %	350	99.2 %	341	96.6 %	344	97.5 %	338
Scott ES	96.8 %	436	94.4 %	437	94.6 %	430	93.1 %	417

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% With All Vaccines Required	# Nonmedical Exemptions Any Vaccines	% Nonmedical Exemptions Any Vaccines	# Exemption: DTaP/Tdap	% Exemption: DTaP/Tdap	# Exemption: Polio	% Exemption: Polio	# Exemption: Varicella
Maplewood ES	93.5 %	15	4.6 %	6	1.9 %	10	3.1 %	8
Markham ES	86.5 %	33	8.1 %	24	5.9 %	20	4.9 %	19
Marysville K-8	89.6 %	17	4.2 %	16	4.0 %	16	4.0 %	11
McDaniel HS	94.2 %	38	3.3 %	34	3.0 %	29	2.5 %	20
Meadows ES	92.2 %	12	3.9 %	8	2.6 %	10	3.2 %	7
Metropolitan Learning Center K-8	80.2 %	49	16.4 %	24	8.1 %	32	10.7 %	30
Metropolitan Learning Ctr HS	84.4 %	11	14.3 %	8	10.4 %	5	6.5 %	6
Mt Scott Learning Ctr	90.4 %	10	6.8 %	9	6.2 %	6	4.1 %	7
Mt Tabor MS	85.3 %	78	10.9 %	51	7.1 %	51	7.1 %	50
NAYA Early College Academy	86.5 %	3	5.8 %	3	5.8 %	2	3.8 %	2
Ockley Green MS	87.5 %	30	6.2 %	18	3.7 %	20	4.1 %	16
Odyssey Program K-8	89.1 %	21	8.8 %	15	6.3 %	13	5.4 %	13
Peninsula ES	91.1 %	15	6.3 %	10	4.2 %	11	4.6 %	4
Pioneer 5-8 @ Youngson	83.3 %	2	4.8 %	2	4.8 %	2	4.8 %	0
PIONEER HS	80.0 %	5	16.7 %	4	13.3 %	0	0.0 %	0
Pioneer K-6 @ Holladay Center	86.8 %	4	10.5 %	3	7.9 %	2	5.3 %	3
Portland Village School	64.9 %	144	34.1 %	99	23.5 %	113	26.8 %	107
Richmond ES	91.3 %	47	8.0 %	25	4.2 %	29	4.9 %	31
Rieke ES	91.5 %	25	7.6 %	11	3.4 %	17	5.2 %	11
Rigler ES	95.5 %	5	1.9 %	1	0.4 %	1	0.4 %	4
Robert Gray MS	90.8 %	24	4.8 %	12	2.4 %	13	2.6 %	13
Roosevelt HS	94.1 %	54	4.2 %	42	3.2 %	39	3.0 %	34
Rosa Parks E.S.	92.0 %	11	4.2 %	11	4.2 %	10	3.8 %	7
ROSE CITY PARK ES	92.2 %	21	4.0 %	14	2.7 %	18	3.4 %	12
Roseway Heights MS	90.3 %	20	3.3 %	14	2.3 %	16	2.6 %	14
Sabin ES	95.8 %	10	2.8 %	4	1.1 %	4	1.1 %	3
Scott ES	90.3 %	10	2.2 %	7	1.5 %	7	1.5 %	4

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Exemption: Varicella	# Exemption: Measles	% Exemption: Measles	# Exemption: Mumps	% Exemption: Mumps	# Exemption: Rubella	% Exemption: Rubella	# Exemption: HepB
Maplewood ES	2.5 %	8	2.5 %	5	1.5 %	5	1.5 %	11
Markham ES	4.7 %	27	6.6 %	17	4.2 %	17	4.2 %	25
Marysville K-8	2.7 %	16	4.0 %	11	2.7 %	11	2.7 %	13
McDaniel HS	1.8 %	24	2.1 %	18	1.6 %	18	1.6 %	29
Meadows ES	2.3 %	9	2.9 %	6	1.9 %	6	1.9 %	10
Metropolitan Learning Center K-8	10.1 %	28	9.4 %	12	4.0 %	12	4.0 %	46
Metropolitan Learning Ctr HS	7.8 %	6	7.8 %	6	7.8 %	6	7.8 %	10
Mt Scott Learning Ctr	4.8 %	5	3.4 %	5	3.4 %	5	3.4 %	6
Mt Tabor MS	7.0 %	52	7.3 %	30	4.2 %	30	4.2 %	66
NAYA Early College Academy	3.8 %	2	3.8 %	2	3.8 %	2	3.8 %	2
Ockley Green MS	3.3 %	14	2.9 %	12	2.5 %	12	2.5 %	24
Odyssey Program K-8	5.4 %	14	5.9 %	9	3.8 %	9	3.8 %	19
Peninsula ES	1.7 %	11	4.6 %	3	1.3 %	3	1.3 %	7
Pioneer 5-8 @ Youngson	0.0 %	2	4.8 %	2	4.8 %	1	2.4 %	1
PIONEER HS	0.0 %	1	3.3 %	0	0.0 %	0	0.0 %	0
Pioneer K-6 @ Holladay Center	7.9 %	4	10.5 %	2	5.3 %	2	5.3 %	3
Portland Village School	25.4 %	100	23.7 %	84	19.9 %	84	19.9 %	131
Richmond ES	5.3 %	24	4.1 %	16	2.7 %	16	2.7 %	38
Rieke ES	3.4 %	13	4.0 %	7	2.1 %	7	2.1 %	22
Rigler ES	1.5 %	1	0.4 %	1	0.4 %	1	0.4 %	3
Robert Gray MS	2.6 %	11	2.2 %	7	1.4 %	7	1.4 %	20
Roosevelt HS	2.6 %	34	2.6 %	26	2.0 %	26	2.0 %	42
Rosa Parks E.S.	2.7 %	9	3.4 %	7	2.7 %	7	2.7 %	10
ROSE CITY PARK ES	2.3 %	14	2.7 %	7	1.3 %	7	1.3 %	17
Roseway Heights MS	2.3 %	14	2.3 %	10	1.6 %	10	1.6 %	17
Sabin ES	0.8 %	3	0.8 %	1	0.3 %	1	0.3 %	8
Scott ES	0.9 %	7	1.5 %	4	0.9 %	4	0.9 %	7

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Exemption: HepB	# Exemption: HepA	% Exemption: HepA	# Nonmedical Exemptions All Vaccines	% Nonmedical Exemptions All Vaccines	# No Record	% No Record	# With Medical Exemption(s)
Maplewood ES	3.4 %	10	3.1 %	4	1.2 %	0	0.0 %	0
Markham ES	6.1 %	27	6.6 %	16	3.9 %	6	1.5 %	1
Marysville K-8	3.2 %	14	3.5 %	11	2.7 %	1	0.2 %	0
McDaniel HS	2.5 %	29	2.5 %	15	1.3 %	1	0.1 %	3
Meadows ES	3.2 %	11	3.6 %	5	1.6 %	0	0.0 %	1
Metropolitan Learning Center K-8	15.4 %	39	13.1 %	12	4.0 %	2	0.7 %	0
Metropolitan Learning Ctr HS	13.0 %	10	13.0 %	5	6.5 %	1	1.3 %	0
Mt Scott Learning Ctr	4.1 %	9	6.2 %	4	2.7 %	1	0.7 %	0
Mt Tabor MS	9.2 %	62	8.7 %	26	3.6 %	2	0.3 %	0
NAYA Early College Academy	3.8 %	2	3.8 %	2	3.8 %	0	0.0 %	0
Ockley Green MS	4.9 %	23	4.7 %	11	2.3 %	6	1.2 %	1
Odyssey Program K-8	7.9 %	16	6.7 %	8	3.3 %	0	0.0 %	0
Peninsula ES	3.0 %	5	2.1 %	1	0.4 %	0	0.0 %	0
Pioneer 5-8 @ Youngson	2.4 %	2	4.8 %	0	0.0 %	1	2.4 %	0
PIONEER HS	0.0 %	1	3.3 %	0	0.0 %	0	0.0 %	0
Pioneer K-6 @ Holladay Center	7.9 %	3	7.9 %	2	5.3 %	1	2.6 %	0
Portland Village School	31.0 %	115	27.3 %	76	18.0 %	0	0.0 %	2
Richmond ES	6.5 %	33	5.6 %	14	2.4 %	0	0.0 %	0
Rieke ES	6.7 %	19	5.8 %	4	1.2 %	1	0.3 %	0
Rigler ES	1.1 %	2	0.8 %	0	0.0 %	1	0.4 %	0
Robert Gray MS	4.0 %	13	2.6 %	5	1.0 %	3	0.6 %	0
Roosevelt HS	3.2 %	43	3.3 %	25	1.9 %	4	0.3 %	2
Rosa Parks E.S.	3.8 %	8	3.1 %	7	2.7 %	3	1.1 %	1
ROSE CITY PARK ES	3.2 %	16	3.0 %	6	1.1 %	0	0.0 %	3
Roseway Heights MS	2.8 %	18	3.0 %	9	1.5 %	2	0.3 %	0
Sabin ES	2.3 %	7	2.0 %	1	0.3 %	0	0.0 %	0
Scott ES	1.5 %	10	2.2 %	3	0.6 %	10	2.2 %	0

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% With Medical Exemption(s)	# Not Counted
Maplewood ES	0.0 %	0
Markham ES	0.2 %	0
Marysville K-8	0.0 %	0
McDaniel HS	0.3 %	0
Meadows ES	0.3 %	1
Metropolitan Learning Center K-8	0.0 %	0
Metropolitan Learning Ctr HS	0.0 %	0
Mt Scott Learning Ctr	0.0 %	0
Mt Tabor MS	0.0 %	0
NAYA Early College Academy	0.0 %	0
Ockley Green MS	0.2 %	0
Odyssey Program K-8	0.0 %	0
Peninsula ES	0.0 %	0
Pioneer 5-8 @ Youngson	0.0 %	0
PIONEER HS	0.0 %	0
Pioneer K-6 @ Holladay Center	0.0 %	0
Portland Village School	0.5 %	0
Richmond ES	0.0 %	0
Rieke ES	0.0 %	0
Rigler ES	0.0 %	0
Robert Gray MS	0.0 %	0
Roosevelt HS	0.2 %	1
Rosa Parks E.S.	0.4 %	0
ROSE CITY PARK ES	0.6 %	0
Roseway Heights MS	0.0 %	0
Sabin ES	0.0 %	0
Scott ES	0.0 %	0

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	# Documentation Required (Adjusted Enrollment)	# Vaccinated: DTaP/Tdap	% Vaccinated: DTaP/Tdap	# Vaccinated: Polio	% Vaccinated: Polio	# Vaccinated: Varicella	% Vaccinated: Varicella	# Vaccinated: MMR
Sellwood MS	542	498	91.9 %	508	93.7 %	520	95.9 %	529
Sitton ES	331	309	93.4 %	306	92.4 %	322	97.3 %	322
Skyline K-8	182	169	92.9 %	170	93.4 %	170	93.4 %	175
Stephenson ES	314	294	93.6 %	296	94.3 %	298	94.9 %	300
Sunnyside Environmental K-8	523	443	84.7 %	435	83.2 %	447	85.5 %	465
Vernon K-8	552	518	93.8 %	519	94.0 %	521	94.4 %	532
Vestal K-8	224	210	93.8 %	210	93.8 %	217	96.9 %	218
Wells-Barnett High School	1504	1440	95.7 %	1450	96.4 %	1456	96.8 %	1466
West Sylvan MS	781	739	94.6 %	756	96.8 %	760	97.3 %	760
Whitman ES	184	168	91.3 %	169	91.8 %	175	95.1 %	175
Winterhaven K-8	289	267	92.4 %	267	92.4 %	270	93.4 %	274
Woodlawn ES	309	294	95.1 %	290	93.9 %	299	96.8 %	304
Woodmere E.S.	273	265	97.1 %	267	97.8 %	269	98.5 %	269
Woodstock ES	520	499	96.0 %	500	96.2 %	498	95.8 %	501

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Vaccinated: MMR	# Vaccinated: Measles	% Vaccinated: Measles	# Vaccinated: HepB	% Vaccinated: HepB	# Vaccinated: HepA	% Vaccinated: HepA	# With All Vaccines Required
Sellwood MS	97.6 %	515	95.0 %	499	92.1 %	500	92.3 %	466
Sitton ES	97.3 %	307	92.7 %	320	96.7 %	312	94.3 %	299
Skyline K-8	96.2 %	168	92.3 %	165	90.7 %	169	92.9 %	155
Stephenson ES	95.5 %	297	94.6 %	291	92.7 %	294	93.6 %	286
Sunnyside Environmental K-8	88.9 %	445	85.1 %	429	82.0 %	431	82.4 %	401
Vernon K-8	96.4 %	523	94.7 %	517	93.7 %	521	94.4 %	500
Vestal K-8	97.3 %	211	94.2 %	213	95.1 %	215	96.0 %	205
Wells-Barnett High School	97.5 %	1450	96.4 %	1446	96.1 %	1436	95.5 %	1415
West Sylvan MS	97.3 %	756	96.8 %	747	95.6 %	756	96.8 %	720
Whitman ES	95.1 %	170	92.4 %	173	94.0 %	170	92.4 %	163
Winterhaven K-8	94.8 %	267	92.4 %	252	87.2 %	260	90.0 %	247
Woodlawn ES	98.4 %	295	95.5 %	298	96.4 %	299	96.8 %	289
Woodmere E.S.	98.5 %	268	98.2 %	268	98.2 %	265	97.1 %	259
Woodstock ES	96.3 %	496	95.4 %	494	95.0 %	497	95.6 %	488

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% With All Vaccines Required	# Nonmedical Exemptions Any Vaccines	% Nonmedical Exemptions Any Vaccines	# Exemption: DTaP/Tdap	% Exemption: DTaP/Tdap	# Exemption: Polio	% Exemption: Polio	# Exemption: Varicella
Sellwood MS	86.0 %	55	10.1 %	25	4.6 %	30	5.5 %	22
Sitton ES	90.3 %	19	5.7 %	15	4.5 %	16	4.8 %	8
Skyline K-8	85.2 %	23	12.6 %	10	5.5 %	11	6.0 %	11
Stephenson ES	91.1 %	21	6.7 %	15	4.8 %	14	4.5 %	16
Sunnyside Environmental K-8	76.7 %	94	18.0 %	61	11.7 %	71	13.6 %	64
Vernon K-8	90.6 %	45	8.2 %	29	5.3 %	32	5.8 %	31
Vestal K-8	91.5 %	14	6.2 %	10	4.5 %	10	4.5 %	7
Wells-Barnett High School	94.1 %	79	5.3 %	58	3.9 %	49	3.3 %	46
West Sylvan MS	92.2 %	38	4.9 %	19	2.4 %	21	2.7 %	20
Whitman ES	88.6 %	8	4.3 %	6	3.3 %	5	2.7 %	4
Winterhaven K-8	85.5 %	35	12.1 %	16	5.5 %	19	6.6 %	17
Woodlawn ES	93.5 %	12	3.9 %	9	2.9 %	12	3.9 %	9
Woodmere E.S.	94.9 %	6	2.2 %	2	0.7 %	1	0.4 %	2
Woodstock ES	93.8 %	27	5.2 %	18	3.5 %	18	3.5 %	20

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Exemption: Varicella	# Exemption: Measles	% Exemption: Measles	# Exemption: Mumps	% Exemption: Mumps	# Exemption: Rubella	% Exemption: Rubella	# Exemption: HepB
Sellwood MS	4.1 %	25	4.6 %	11	2.0 %	11	2.0 %	41
Sitton ES	2.4 %	16	4.8 %	8	2.4 %	8	2.4 %	9
Skyline K-8	6.0 %	14	7.7 %	7	3.8 %	7	3.8 %	17
Stephenson ES	5.1 %	16	5.1 %	14	4.5 %	14	4.5 %	18
Sunnyside Environmental K-8	12.2 %	65	12.4 %	52	9.9 %	52	9.9 %	77
Vernon K-8	5.6 %	28	5.1 %	21	3.8 %	20	3.6 %	34
Vestal K-8	3.1 %	9	4.0 %	6	2.7 %	6	2.7 %	11
Wells-Barnett High School	3.1 %	48	3.2 %	36	2.4 %	36	2.4 %	56
West Sylvan MS	2.6 %	22	2.8 %	17	2.2 %	16	2.0 %	31
Whitman ES	2.2 %	6	3.3 %	4	2.2 %	4	2.2 %	5
Winterhaven K-8	5.9 %	20	6.9 %	13	4.5 %	13	4.5 %	33
Woodlawn ES	2.9 %	8	2.6 %	4	1.3 %	4	1.3 %	9
Woodmere E.S.	0.7 %	3	1.1 %	2	0.7 %	2	0.7 %	2
Woodstock ES	3.8 %	22	4.2 %	17	3.3 %	17	3.3 %	24

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% Exemption: HepB	# Exemption: HepA	% Exemption: HepA	# Nonmedical Exemptions All Vaccines	% Nonmedical Exemptions All Vaccines	# No Record	% No Record	# With Medical Exemption(s)
Sellwood MS	7.6 %	38	7.0 %	8	1.5 %	0	0.0 %	0
Sitton ES	2.7 %	15	4.5 %	7	2.1 %	0	0.0 %	1
Skyline K-8	9.3 %	13	7.1 %	3	1.6 %	0	0.0 %	0
Stephenson ES	5.7 %	17	5.4 %	12	3.8 %	0	0.0 %	0
Sunnyside Environmental K-8	14.7 %	75	14.3 %	47	9.0 %	2	0.4 %	0
Vernon K-8	6.2 %	28	5.1 %	19	3.4 %	0	0.0 %	1
Vestal K-8	4.9 %	8	3.6 %	6	2.7 %	0	0.0 %	0
Wells-Barnett High School	3.7 %	62	4.1 %	30	2.0 %	2	0.1 %	2
West Sylvan MS	4.0 %	21	2.7 %	9	1.2 %	1	0.1 %	0
Whitman ES	2.7 %	5	2.7 %	3	1.6 %	4	2.2 %	0
Winterhaven K-8	11.4 %	26	9.0 %	9	3.1 %	1	0.3 %	1
Woodlawn ES	2.9 %	7	2.3 %	4	1.3 %	0	0.0 %	0
Woodmere E.S.	0.7 %	3	1.1 %	1	0.4 %	2	0.7 %	0
Woodstock ES	4.6 %	22	4.2 %	13	2.5 %	1	0.2 %	0

PPS Vaccination Rates By School - 2020-2021 (Source: OHA)

School	% With Medical Exemption(s)	# Not Counted
Sellwood MS	0.0 %	0
Sitton ES	0.3 %	0
Skyline K-8	0.0 %	0
Stephenson ES	0.0 %	0
Sunnyside Environmental K-8	0.0 %	0
Vernon K-8	0.2 %	0
Vestal K-8	0.0 %	0
Wells-Barnett High School	0.1 %	1
West Sylvan MS	0.0 %	0
Whitman ES	0.0 %	0
Winterhaven K-8	0.3 %	0
Woodlawn ES	0.0 %	0
Woodmere E.S.	0.0 %	0
Woodstock ES	0.0 %	0



**Date:** Nov. 12, 2021

**To:** PPS Board of Education

**From:** Jonathan Garcia, Chief of Staff

**CC:** Guadalupe Guerrero, Superintendent; Dr. Shawn Bird, Deputy Superintendent; Claire Hertz, Deputy Superintendent; Liz Large, Contracted General Counsel

**Subject:** Possible Student Vaccination Requirement (12+ Years of Age) Discussion Follow-up

**Introduction**

The global pandemic has been hard on all of us, especially K-12 education.

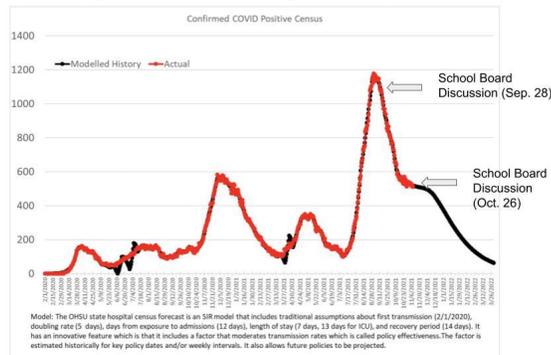
The unique challenges presented by the global pandemic occurred at the same time that we are seeing staffing shortages, economic uncertainty, widespread protests over racial injustice and climate justice, a tumultuous presidential election, and the continuing and tangible health threat posed by COVID-19. The public health, education, and economic uncertainties inflicted by COVID-19 are likely to exacerbate long-standing racial inequities disproportionately affecting Black, Latino, and Native American students; English Learners; and students with disabilities.<sup>1</sup>

Beyond our mission to educate children, PPS plays an important role in providing key essential services across our communities, including after-school enrichment programs, early learning offerings, social emotional support and counseling, and nutritious meals; all of which are key to the vitality of communities here and across the globe.<sup>2</sup>

One of the main purposes of requiring vaccinations is to minimize the risk from vaccine-preventable diseases. As history shows, vaccination requirements to attend schools have played a key role in the control of vaccine-preventable diseases.

When the PPS Board of Education began discussions with public health experts on September 28 ([see staff analysis](#)), our community was at its highest peak of COVID-19 cases and hospital capacity was at record lows.

**Census Forecast-Primary Scenario<sup>3</sup> (see appendix a for enlarged table)**



<sup>1</sup> [NWEA: Learning during COVID: Initial findings on students' reading and math achievement and growth](#)

<sup>2</sup> [United Nations Policy Brief: The Impact of COVID-19 on children \(April 2020\)](#)

<sup>3</sup> [OHSU COVID-19 Forecast \(Nov. 11, 2021\)](#)



From the beginning of this global pandemic, PPS has strived to be thoughtful and careful, and attempted to be a state leader in making decisions that better serve the health and safety of our students. As a learning organization, we continue to review the latest research and information on COVID with our independent public and pediatric health experts on our Health Advisory Panel, as well as local public health authorities, so that our decisions reflect new knowledge, conditions, and insights.

After gathering feedback from students, families and the broader community, staff presented this [summary of feedback](#) from our community at the Oct. 26 board meeting. At this meeting, the school board narrowed the discussion about a possible requirement at PPS to the following two options:

**Option 1:** No Requirement of a COVID-19 Vaccine

**Option 2:** Require All Students Ages 12 and up to be vaccinated against COVID-19.

**Current Landscape in Multnomah County (Nov. 12)**

Today, the number of COVID-19 cases continues to fall. More than three in four students ages 12 to 17 in Multnomah County are now vaccinated, with younger children beginning to get their first vaccine.

Specifically, according to the Oregon Health Authority 78.7 percent of individuals ages 12 to 17 have initiated a COVID-19 vaccination and have received at least one dose--652 short of 80 percent of the entire population of students ages 12 to 17 in our county.

	% One Dose	People Initiated with One Dose	Population	People Remaining to Reach 80%	Previous Week - 7 Day Running Average People Initiated	Recent Week - 7 Day Running Average People Initiated	Relative Percent Change
5 to 11	10.0%	6,006	59,834	41,861			
12 to 17	78.7%	39,289	49,927	652	33 per day	25 per day	up 0.5%
18 to 19	62.6%	12,131	19,393	3,383	6 per day	6 per day	up 0.3%
20 to 49	79.4%	318,665	401,307	2,380	212 per day	193 per day	up 0.4%
50 to 64	84.5%	120,646	142,700	0	66 per day	60 per day	up 0.4%
65 years and older	92.2%	104,234	113,099	0	68 per day	53 per day	up 0.4%

PPS is proud to have now kicked-off vaccine clinics at identified school sites, in partnership with local health providers. On Wednesday at Faubion K-8, we vaccinated 200 individuals (145 kids, and 45 boosters).

Public health experts estimate that herd immunity requires around 80-90% of the population to have COVID-19 immunity, either through prior infection or vaccination. As of today, in Multnomah County, more than 80 percent of people ages 18 years and older have received at least one dose (82.1 percent).

In Multnomah County, Oregon, 644,258 people (79.3%) have received at least one dose and 582,868 (71.7%) are fully vaccinated. Anybody who is at least 5 years old is eligible to be vaccinated. Fewer than 0.001% of people who have received a dose experienced a severe adverse reaction.<sup>4</sup>

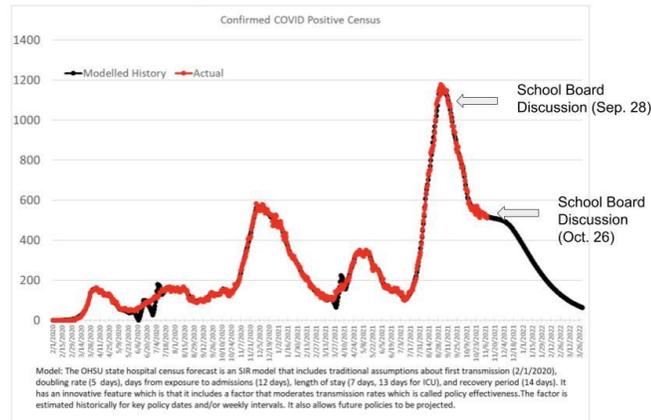
<sup>4</sup> [Data - Vaccination Rate - Total Multnomah County](#)



		% One Dose	People Initiated With One Dose	Population	People Remaining to Reach 80%	Previous Week - 7 Day Running Average People Initiated	Recent Week - 7 Day Running Average People Initiated	Relative Percent Change
Multnomah	People ages 18 years and older	82.1%	555,676	676,498	0	351 per day	313 per day	up 0.4%
Statewide	People ages 18 years and older	77.9%	2,651,557	3,403,051	70,884	1,831 per day	1,567 per day	up 0.4%

**COVID-19 Cases**

Dr. Peter Graven from OHSU and on the PPS Health Advisory Panel, recently shared an updated forecast of COVID-19 cases in Oregon, which notes a flatter period before further decline.



Additionally, according to the Nov. 11 OHSU COVID-19 forecast, there is no indication of increased breakthrough infections driving the increase in Europe, which we know signals future trends in the US. (The increase there is likely attributable to lower total immunity levels and increased indoor activity.<sup>5</sup>)

**PPS Vaccination Rates - 2020-2021 (Source: OHA)**

Attached to this memo are the 2020-2021 PPS vaccination rates by school (not including COVID vaccines), as recorded by the Oregon Health Authority. The vast majority of Portland Public Schools parents choose to fully immunize their children (see Appendix B: PPS Vaccination Rates by School - 2020-2021; [Here](#) is an interactive data map provided by OHA).

In 2021, 5.4% of Oregon students in kindergarten through 12th grade had a nonmedical exemption, and 0.1% of students had a medical exemption.

According to the data in appendix B, about 1,005 of the 45,252 of adjusted enrollment, or 2.2 percent of the PPS student body has submitted a nonmedical exemption for all required vaccines. 43 students at PPS have received a medical exemption for a required vaccination.

**Important Notes on Appendix B:**  
Column S and T in appendix B will provide nonmedical exemptions of any vaccine, column AK and AL will include data on Nonmedical Exemptions of all vaccines, and column AO and AP include medical exemptions.

<sup>5</sup> [OHSU COVID-19 Forecast \(Nov. 11, 2021: Page 7\)](#)



**Lead with Action: Creating access and learning opportunities about vaccine for students and community**

Since the beginning of this global pandemic, PPS has been a state leader in ensuring the health and safety of students and our staff against COVID-19. Weeks before the COVID-19 vaccine was approved for emergency use authorization for children ages 5 to 11 years of age, we began to plan with Kaiser Permanente and Medical Teams International (MTI) for student vaccination clinics. Together we launched one of the first major COVID-19 vaccination clinics in Oregon for students ages 5 to 11.

We look forward---as a school district--to doing our part to protect our students against COVID-19. Here are the dates and locations of upcoming student vaccine events:

November 15 - Scott  
November 16 - Lent  
November 17 - Boise-Eliot/Humboldt  
November 18 - Sitton  
November 19 - Rigler  
December 15 - Rosa Parks  
December 16 - Cesar Chavez

Additionally, students ages 12 and older and their families are eligible to receive COVID-19 vaccinations at any of our school-based student health centers.

The teaching and learning team is assembling K-5 lessons and resources to share with educators across PPS. Here is a sample:

- [Investigating Immunology](#)
- [Hands-on Activities](#)
- [Brain Pop](#)
- [Immunology Coloring Sheets](#)
- [NSTA Teaching About Vaccines](#)
- Newsela article: [Vaccines are like giving your body's defenses a cheat sheet](#)
- [How Vaccines Work](#)
- [Vaccines for Children and Adolescents](#)
- [A Kid's Guide to Shots](#)
- [List of Resources from Kaiser Permanente](#)
- [New York City Vaccine Lessons for K-12](#)
- [Children's Hospital of Philadelphia - Vaccine Resources for Kids](#)

**Staff Updated Recommendation on Vaccine Requirement at PPS**

On September 28, staff recommended to the PPS Board of Education to adopt a vaccine requirement for every PPS student 12 years and up to help reduce the disproportionate effects of COVID-19. As a learning organization, it is important that our decisions and actions reflect new knowledge, conditions, and insights. Given what we've learned from our Health Advisory Panel, and an analysis of the latest data and trends in our community, we are now recommending to the school board to delay taking action on a vaccine requirement for at least six months. During this time, we believe that our schools, alongside our public health partners and public health experts, will monitor, encourage and educate people about the importance of getting vaccinated. Given the trends we are seeing in Multnomah County specifically, we believe that our community will continue to respond to the recommended health and safety measures that combat the spread of COVID-19.



## PORTLAND PUBLIC SCHOOLS

Office of the Superintendent  
501 North Dixon Street  
Portland, OR 97227

### **Staff Recommendation on Implementation (if Board of Education requires COVID-19 vaccination)**

If the School Board decides to move forward with a student vaccine requirement at PPS, staff would recommend that PPS implement a nonmedical exemption process that is consistent with the Oregon Health Authority's [guidelines](#) that are applied with other immunizations.

Currently, the Oregon immunization program, overseen by the Oregon Health Authority, provides families a process for receiving a non-medical vaccine exemption for any of the [2021-2022 immunization requirements](#), which includes families either watching an online vaccine education module and submitting a certificate of completion, or talking to a health care provider and having them sign a vaccine education certificate.

Staff recommends this approach for the following reasons:

**Provides Clarity** — It is important that PPS adopt a consistent and standard process, helping eliminate the need for guesswork or different standards for different vaccinations.

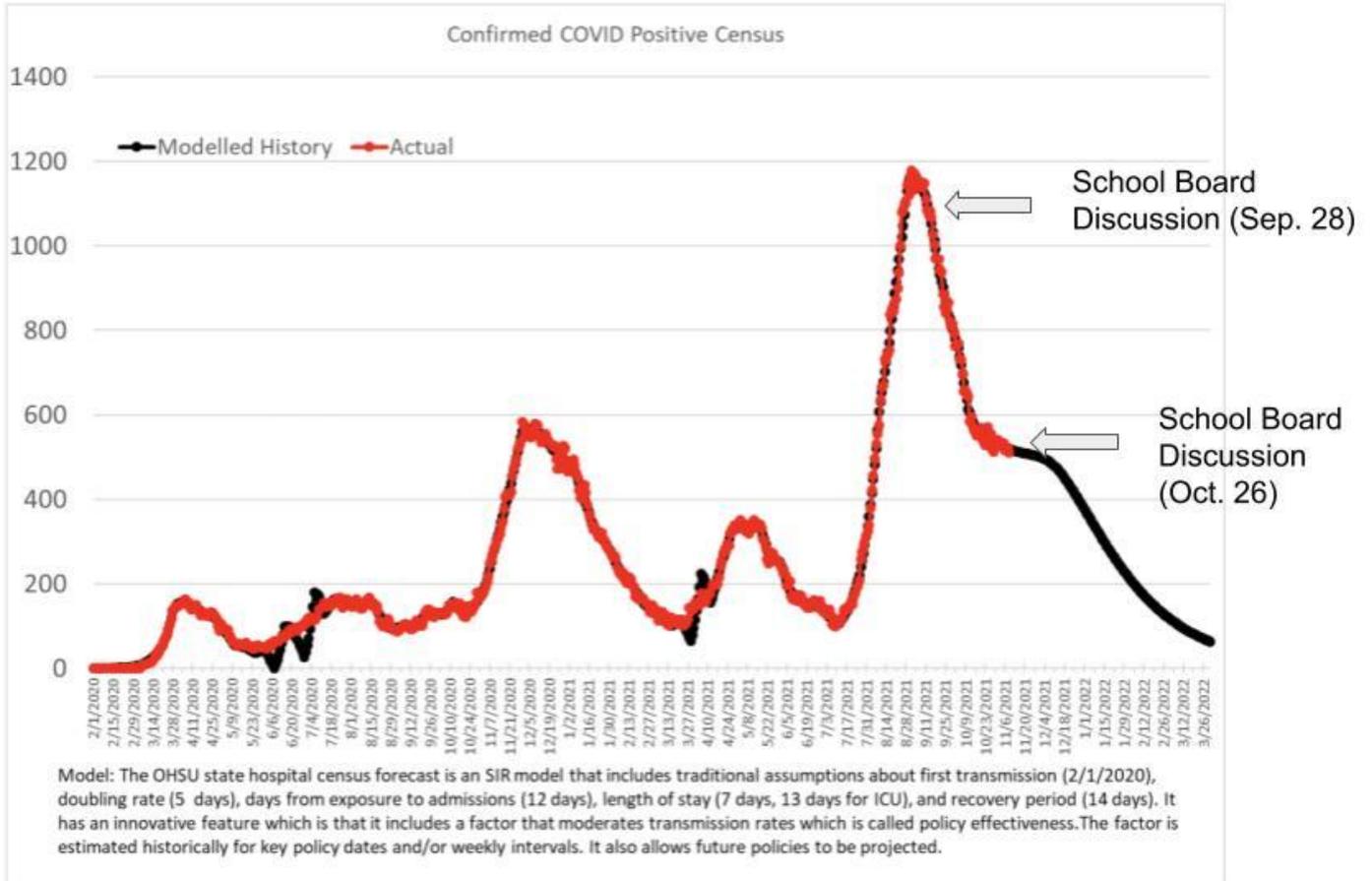
**Community Health is Driving Portland Community** — Last year, about 2.2 percent of PPS families submitted a nonmedical exemption for all required immunizations. More than three in four students ages 12 to 17, in Multnomah County are now vaccinated against COVID-19, with younger children beginning to get their first COVID vaccine. We believe that families in Portland are driven to get vaccinated in numbers higher than in many other areas.



# PORTLAND PUBLIC SCHOOLS

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## Appendix A. Forecast of COVID-19 Positive Cases (OHSU)

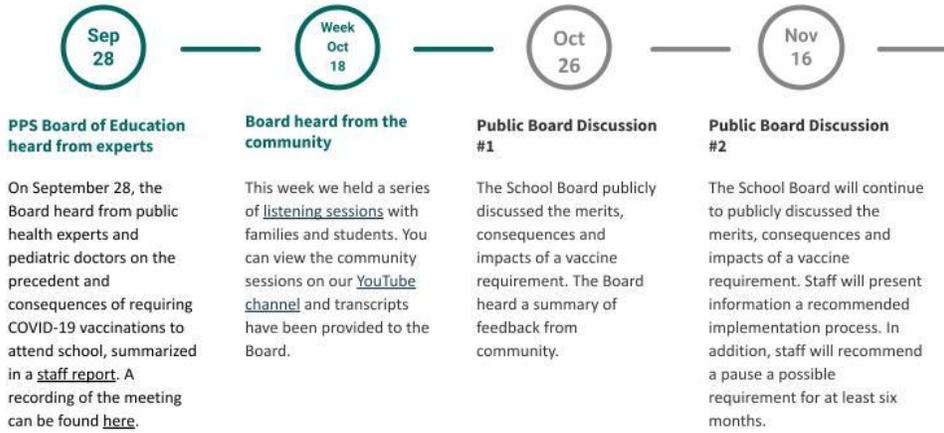




**Appendix C. Discussion Timeline**

## PPS Board of Education Discussion Timeline

Should PPS Require All Students 12 Years and Older to Be Vaccinated Against COVID-19?





Portland Public Schools

# Enrollment & Program Balancing Phase 2

## Board Update



**PORTLAND  
PUBLIC  
SCHOOLS**

**November 16, 2021**



# Overarching goals

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**Every student has a robust academic experience in each school**

## **Middle School Conversion**

- Greater than 500 students leads to more equitable programming that includes enrichments and core academics
- Conversion to middle schools began in 2016 with Ockley Green, 2018 with opening of Harriet Tubman and Roseway Heights
- 2019 conversions continue and led to re-opening of Kellogg MS this year

## **Board's Charge for SEGC Phase 2**

- Convert Harrison Park to a Middle School
- Relocate Harrison Park K -5
- Add students to Lane MS

# Proposal Details

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[Proposal A](#)

[Proposal B](#)

Proposal C - being developed

[Proposals Website - \[pps.net/enrollmentbalancing\]\(https://pps.net/enrollmentbalancing\)](#)



# What surfaced

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## **K-8 Enrollment is shrinking**

- Enrollment loss has been greater than expected; unclear how long it will linger
- Achieving enrollment targets will require widespread program moves, feeder pattern changes and boundary line adjustments
  - Elementary school minimum enrollment target: 270 students
  - Middle school minimum enrollment target: 500 students

## **HS Enrollment is still growing, and critical overcrowding continues at Franklin and Grant**

- HS leaders are developing a separate plan to address overcrowding

## **Co-location of DLI & Neighborhood programs stretched resources**

## **Transfer choices disproportionately impact schools with more students of color**



# What we modeled

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**Two draft proposals - A & B that are starting points to address the overarching goals and charge**

- Changes impact 21 schools across SE and into NE

**This is just the start:**

- **Third Proposal - C** being created due to updated guardrails adding Co - Located Neighborhood and DLI programs as an option
- Community engagement continues in December
- SEGC will decide on proposal changes, based on community input
- The proposals WILL change, and a final recommendation is due from the SEGC by mid January
- The Board will vote on a final plan by early February



# Modeling for Strong Neighborhood Schools

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- Compact boundaries that promote walkability and student cohorts that move together from one level to the next
- Enrollment ranges that support differentiated and diverse programming, but fit well into available classrooms
- Models that take into account future enrollment projections, changes in housing patterns, and the race, ethnicity and socio-economic status of students who may be impacted by changes





# What we heard

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- Access to quality programming matters
- Students who are Black, Indigenous and People of Color (BIPOC) should not have to sacrifice program opportunities because of where they live or their transportation options
- Diversity in schools is a high priority, especially for BIPOC families who feel safe and seen when there are other students, teachers and community members who look like them and share their language and culture
- Desire from the Harrison Park K-5 community to move together to a new elementary school located close to where they live, maintain their racial, ethnic and cultural diversity
- Concern that PPS will listen to the loudest voices and not make changes that will improve opportunities for students of color

# Updated Guardrails

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- **Harrison Park neighborhood K -5 moves to Clark**
  - Supports community request for a school close to home
  
- **Creative Science School relocates and becomes a K -8 focus option/neighborhood school**
  
- **Chinese Immersion programs combine into a whole -DLI school or continue as co - located schools**
  - Limit single strand neighborhood or DLI programs
  
- **Spanish Immersion programs combine into whole -DLI schools or continue as co - located schools**
  - Limit single strand neighborhood or DLI programs



# Response to Whole School DLI Questions at SEGC Meetings

Allows for a cohesive, shared vision and set of goals that focus on high -quality, rigorous instruction supporting bilingualism, biliteracy, and multiculturalism.

A whole-DLI school model aligns and leverages resources to better support students and educators including

- Professional Development of Teachers
- The Affirmation of Students' Cultural Identity (Sense of Belonging)
- Linguistically supportive assessment and evaluation systems
- Hiring and retaining bilingual staff
- Parent communication and engagement of families whose home language is the target language



# Response to Questions from SEGC Meetings - Creative Science

**Theory of Action** - If we want to keep Harrison Park one of our most diverse schools in SE Portland as a K-5 neighborhood community and know that walking to school is an important factor, we must look at the Clark building as a viable location for Harrison Park students and families. Creative Science School K -8 will need to move.

**Educational Options Policy** - *The purpose of educational options is to offer students and their families meaningful choices that meet the different learning needs and educational interests of all students. The Board values all options, a continuum of which complement each other in serving student and family needs within the Portland Public School District.*





# Response to Questions from SEGC Meetings - Creative Science

**Opting Out** - Students in a focus option school may return to a neighborhood school at any grade level. Specific to this process, Woodstock or Arleta families may opt for the comprehensive middle school for grades 6 -8 and may opt out to a neighborhood school.

For each of the last 5 years, Creative Science has had more than 30 students waitlisted or denied placement to 6th grade. We believe strong demand will continue, offsetting any 5th -grade attrition.

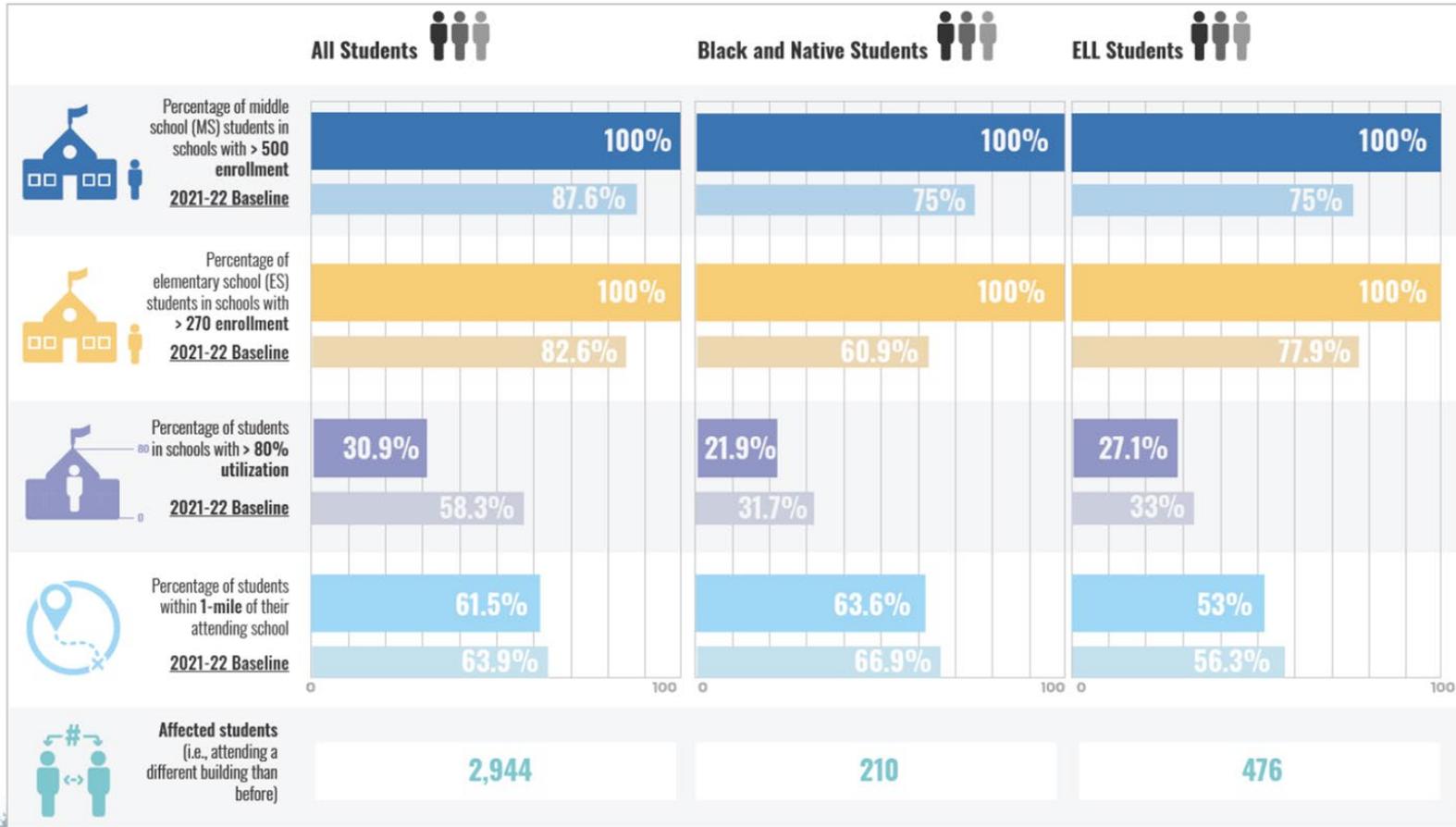


# How will the changes happen?

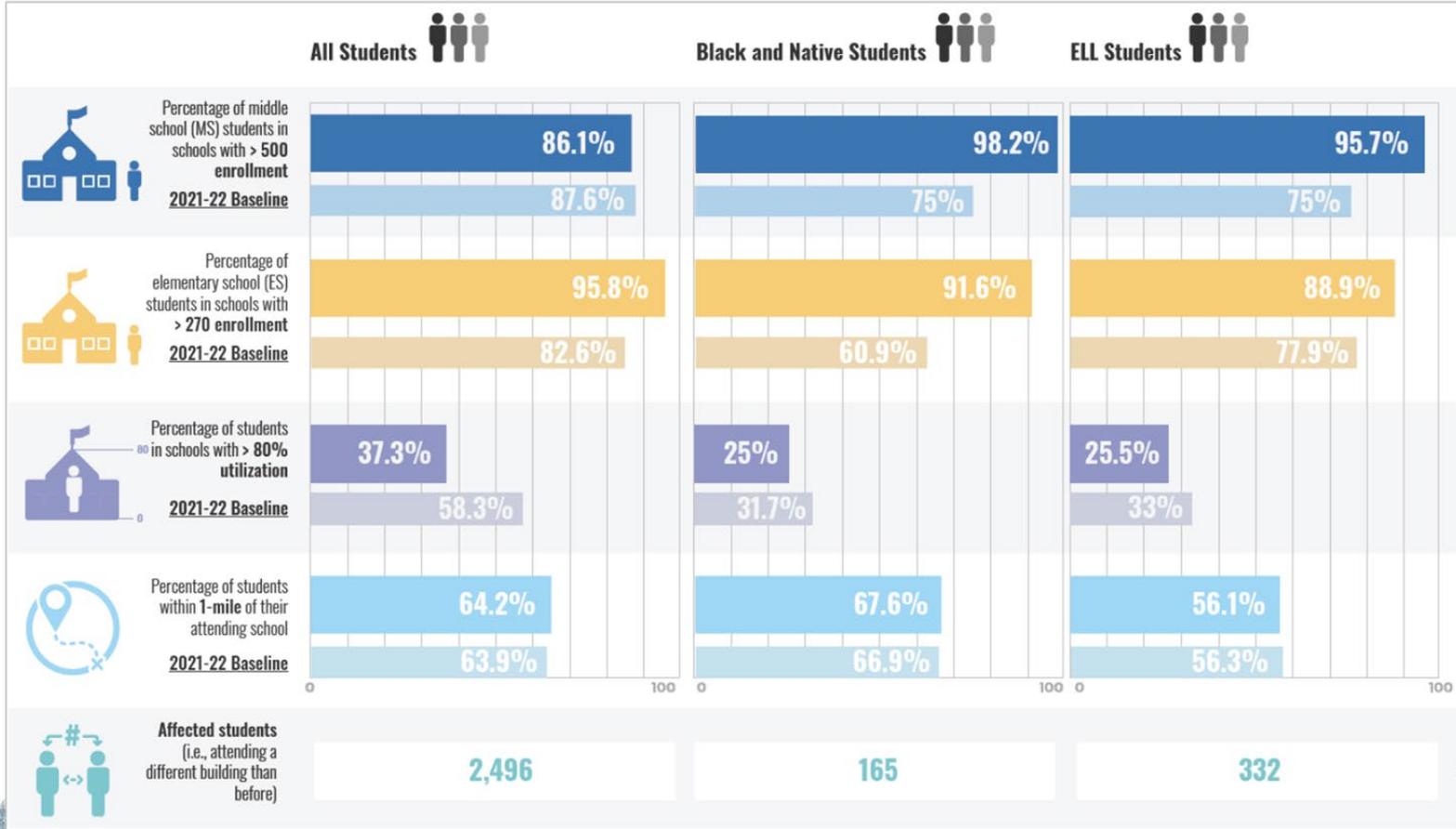
The PPS Board will decide the transition plan. Based on current policy, here are some ways the changes could happen:

- DLI program and CSS relocations will happen all at once at the start of school year
- Neighborhood program relocations will happen all at once at the start of the school year
  - Neighborhood programs that will divide between multiple schools may be offered a single location for everyone next year, with boundary changes going into effect for future students only
- Per Board policy, boundary changes, including feeder pattern changes, are phased -in over time. The Board can decide to accelerate the rate of change.
- The Board can also decide whether to waive rights to transfer based on sibling preference and other hardships to accelerate the pace of changes.

# Draft Proposal A – Racial Equity Impact



# Draft Proposal B – Racial Equity Impact





# Board Discussion

- Instructional leaders support a whole school DLI model as a best practice for excellent schools - community voices want less disruption to current DLI programs. **What does the board support for DLI ?**
- Should **Creative Science remain a K -8 or should it change to a K -5** as suggested by some SEGC representatives?
- Should we complete SEGC Phase 2 process in Feb 2022 and **implement in Fall 2023** to allow more time for staffing processes?
- Should we consider **pausing the SEGC process ?**



# Potential Impact of Pausing the SEGC Process

- Harrison Park and Bridger neighborhood students would not have access to comprehensive middle school programs for another year
- Students and staff in small elementary and middle schools would not benefit from additional programming and opportunities generated by larger enrollment
- Single strand DLI and neighborhood programs would continue to exist in isolation
- Crowding would continue for another year at several schools





# MEMO

TO: Portland Public Schools Board of Education

FROM: Rosanne Powell, Senior Board Manager

DATE: November 10, 2021

SUBJECT: Oregon School Boards Election 2021

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The Oregon School Boards Association is organized as one general state association with up to 23 regionally elected representatives established across [14 geographic regions](#) to support member participation and representation. In odd-numbered years member boards elect regional representatives for even-numbered positions on the OSBA [Board of Directors](#) and all members of the [Legislative Policy Committee](#).

Each year, school boards nominating one or more of its regional board members to the OSBA Board of Directors and/or Legislative Policy Committee must do so by formal resolution of the Board, to be submitted to OSBA. This year the Portland Public Schools Board of Directors did not have any members seek nomination to the OSBA Board of Directors or Legislative Policy Committee.

Once nominations are submitted, OSBA distributes official ballots to member boards in each region for vote by the full board before December 17th. At the November 16th Board Meeting, you will be voting to support the nominations for the Multnomah County Region.

The following school Board Members are seeking to be elected to the following positions:

[Elizabeth Durant](#), OSBA Legislative Policy Committee, Position 17  
[Krist Horwatt](#), Gresham-Barlow, OSBA Board of Directors, Position 18  
[Jessica Arzate](#), OSBA Legislative Policy Committee Position, Position 18