



**MISSION: EMPOWERING EVERY STUDENT, ENRICHING EVERY MIND, TRANSFORMING EVERY FUTURE**

**VISION: TO BE A WORLD-CLASS EDUCATIONAL COMMUNITY WHERE ALL STUDENTS ARE PREPARED FOR FUTURE SUCCESS IN COLLEGE, CAREER, AND LIFE**

**DOCKET OF BUSINESS**

**April 20, 2026**

**Klamath Falls City Schools Lucile O'Neill Education Center Boardroom**

**1336 Avalon Street**

**Klamath Falls, Oregon 97603**

**REGULAR MONTHLY MEETING OF THE KFCS BOARD OF EDUCATION**

For questions about accessibility or accommodations for persons with disabilities, or to request a translator, interpreter, or other communication aids, please contact Tara Bosse at (541) 883-4700 ext. 7123 or [bosset@kfalls.k12.or.us](mailto:bosset@kfalls.k12.or.us)

*The board welcomes you to its monthly meeting. Public input is welcome and encouraged during the Public Comment segment of this meeting. All those wishing to address the board have previously submitted their comments which have been added into the official record.*

1. **PRELIMINARY BUSINESS**

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. Public Welcome & Public Comment
4. Superintendent's Comments
5. Gifts to the District

2. **CONSENT AGENDA**

1. Approval of Previous Month's Meeting Minutes (3/9/26)

2

# Minutes of Regular Board Meeting Klamath Falls City Schools Board of Education

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A Regular Board Meeting of the Board of Education of the Klamath Falls City Schools was held Monday, March 9, 2026, at 6:00 PM in the LOEC Boardroom and via a public digital Zoom meeting.

## **1. PRELIMINARY BUSINESS**

### **1.1. Call to Order and Pledge of Allegiance – 6:09 PM**

**Presenter: Andrew Biggs, Board Chair**

### **1.2. Roll Call**

**Presenter: Andrew Biggs, Board Chair**

Board Members Present: Andrew Biggs, Nicole Trejo, Kelsey Bitzer, Andrea Jensen, Trina Perez and Kathy Hewitt

Absent: Vanessa Bennett

Cabinet Members Present: Dr. Keith Brown, Dena Haudenschild, Daymond Monteith, Renee Clark and Fred Bartels

Others: Rod Heyen, Maureen Lundy, Brett Lemieux, Terry Bennett, Lisa Danskin, Scott Olsen, Sara Johnson, Mindi Waggoner, Liza Butler, Chelsea Woods, Bill Patterson, Sean Ferns, Katie, and Becky-Briones-Chavolla,

Zoom: Gretchen Knutson, Nick Collins, Michael Gonzalez, Jane Cole, Robin Sundseth, Mary Holder, Jared McCleve, Jeff Haudenschild, Katey Limb, Kendra Fields, Kyle Baird, Wendy Glidden, Shannon Kappas, and Christy Smith

### **1.3. Welcome & Public Comment**

**Presenter: Andrew Biggs, Board Chair**

*The board welcomes you to its monthly meeting. Public input is welcome and encouraged during the Public Comment segment of this meeting. All those wishing to address the board have previously submitted their comments electronically or submitted their requests to speak prior to the start of this meeting which will be read into the official record.*

No public comment

### **1.4. Superintendent's Comments**

**Presenter: Dr. Keith Brown, Superintendent**

- Shared that Eagle Ridge New Tech High School design students are creating unique aluminum business cards, including QR codes, and are making samples for board members.

# Minutes of Regular Board Meeting Klamath Falls City Schools Board of Education

- Reported on the Thought Exchange results regarding renaming the track, noting strong positive community support.
- Indicated a recommendation to the board to approve the renaming item on the agenda.
- Noted that, if approved, a formal recognition event will be planned for impacted families and students.

## 1.5. Gifts to the District

**Presenter: Andrew Biggs, Board Chair**

- The district acknowledged a generous donation from Roberto, a Klamath Falls community member and former Yacht Club member.
  - The donation includes a like-new full-size MIDI keyboard, stand, cover, bench, and digital audio workstation software.
  - The equipment will support and enhance the district's music program at Klamath Union.
  - The board expressed appreciation for Roberto's generosity and support of music education.

## 2. **CONSENT AGENDA**

**Presenter: Andrew Biggs, Board Chair**

- 2.1. Approval of Previous Months Regular Board Meeting Minutes (2-9-26)
- 2.2. Approval of Executive Session Meeting Minutes (2-9-26)
- 2.3. Approval of Current Agenda
- 2.4. Approval of Personnel Agenda

**MOTION:** Kathy Hewitt made a motion to approve the consent agenda as presented; Trina Perez seconded the motion.

**DISCUSSION:** Andrew Biggs recognizing the motion and second called for discussion, seeing none, he called for the vote.

**VOTE:** Andrew Biggs, Andrea Jensen, Nicole Trejo, Kelsey Bitzer, Trina Perez, and Kathy Hewitt voted in the affirmative. **The motion carried.**

## 3. **REPORTS**

**Presenter: Andrew Biggs, Board Chair**

### 3.1. Klamath Union High School Student Report

**Presenter: KUHS student**

# Minutes of Regular Board Meeting

## Klamath Falls City Schools

### Board of Education

KU students did not present at tonight's meeting.

#### 3.2. Eagle Ridge New Tech High School Student Report Presenter: ERNTHS student

ERNTHS students did not present at tonight's meeting.

#### 3.3. School Improvement Report Presenter: Fred Bartels, Executive Director of School Improvement; Maureen Lundy, TOSA, and Bill Patterson, 21st Century Program Supervisor

Maureen Lundy provided an overview of the district's MTSS (Multi-Tiered System of Supports) framework at the elementary level, focusing on academic interventions.

- MTSS is a proactive, data-driven system supporting academics, behavior, and social-emotional needs.
- **Three-tier model:**
  - Tier 1: Core instruction for all students (80–90%).
  - Tier 2: Small group interventions (10–15%).
  - Tier 3: Intensive, individualized support (1–5%).
- District uses universal screening (EasyCBM) three times per year in reading and math.
- Data teams meet regularly to identify student needs and assign interventions.
- Interventions are evidence-based, small group (ideally 4–6 students), and progress is monitored frequently.
- Emphasis on early intervention to prevent students from falling behind.
- Instruction is aligned so interventions connect with core classroom learning.
- Students are not pulled from core instruction; interventions occur during designated blocks.
- Discussion included the role of paraprofessionals vs. teachers in delivering interventions:
  - Paras often provide Tier 2 support.
  - Effectiveness depends on training and monitoring, not just role.
  - Some pilot models are exploring increased teacher involvement.
- Noted local challenges (poverty, student needs) increase the importance of strong intervention systems.

Bill Patterson provided an update on the after-school program improvements.

- Program shifted from scheduled academic days (e.g., “math day”) to a model that embeds literacy and math into engaging activities like STEM and art.
- Focus is on making learning fun and engaging, so students participate without feeling like it's traditional instruction.
- **Attendance has improved significantly:**

# Minutes of Regular Board Meeting

## Klamath Falls City Schools

### Board of Education

- Previously ~60% regular attendance
- Currently ~68%, with a goal of 80% (ODE target)
- Some schools, like Roosevelt, have already met the goal
- **Implemented Amira (AI reading program) for targeted literacy support:**
  - Students read to the program, which adapts to their skill level
  - Used both during the school day and after school
- **Identified need for additional support for lowest-level readers:**
  - Hired high school students trained in reading instruction to provide one-on-one support
- Program is flexible and continuously adjusted based on student needs and feedback
- **Expanded literacy efforts to Ponderosa, including:**
  - Amira program
  - Small group instruction with certified teachers
- Provides meals and transportation to increase access and participation
- Overall goal is to increase engagement, improve literacy outcomes, and support students through enjoyable learning experiences.

#### 3.4. Monthly Financial

**Presenter: Daymond Monteith, Executive Director of Operations**

- Reviewed monthly financial report with focus on a three-year comparative analysis.
- Local revenue (primarily property taxes) is on track at about 99% of budgeted expectations.
- State school funding appears low due to a delayed audit submission:
  - February payment was withheld
  - Audit has now been submitted
  - A double payment is expected in March, which should correct the discrepancy
- Expenses have increased, particularly in:
  - Salaries and benefits
  - Due to ~5% negotiated increases plus ~3% step increases
  - Benefits increased as they are tied to wages
- Supplies and materials costs are higher:
  - Partly due to new curriculum
  - Also due to direction for schools to purchase supplies earlier in the year
- Federal funds are mostly distributed through the state, except Title VI funds
- Overall, the budget is performing as expected with no major concerns at this time

#### 3.5. Discussion on Public Comment from February regarding District Consolidation

**Presenter: Daymond Monteith, Executive Director of Operations**

# Minutes of Regular Board Meeting

## Klamath Falls City Schools

### Board of Education

Administration provided an overview of the process for district consolidation or boundary changes under Oregon law.

- Consolidation can occur through:
  - Joint resolution of both school boards, or
  - Petition process requiring 500 signatures from each district
- The County Board of Commissioners serves as the boundary board and oversees the process.
- If approved, a remonstrance (appeal) can be filed, which would require a public vote.
- If rejected by voters, a 12-month moratorium applies before reconsideration.

#### **Board Discussion:**

- Members noted that consolidation could bring operational simplicity, but also significant disruption and distraction from current district priorities.
- Concerns were raised about whether consolidation would improve student outcomes, not just finances.
- Historical context was shared:
  - Previous efforts included boundary realignment and a failed consolidation vote (voted down by city voters).
- Discussion acknowledged community sensitivity around the topic, including staff concerns and tax differences.
- Board members agreed that further discussion would depend on interest from the county district and future conversations.

#### **4. NEW BUSINESS/ACTION ITEMS**

**Presenter: Andrew Biggs, Board Chair**

##### **4.1. Physical Education Proposal**

**Presenter: Rod Heyen, KUHS Principal**

Rod Heyen presented a proposal allowing students to earn PE credit through athletics participation.

- **Proposal details:**
  - One sports season = 0.25 PE credit
  - Multiple sports can accumulate credit (e.g., 3 sports = 0.75 credit)
  - Credit is pass/no pass and listed as “team sports” on transcripts
  - Does not impact eligibility or required class load
- Students would not need to register for PE in advance; credit is applied after completion.

#### **Benefits discussed:**

- Provides more flexibility in student schedules
- Opens opportunities for CTE courses, college classes, and internships

# Minutes of Regular Board Meeting Klamath Falls City Schools Board of Education

- Recognizes time commitment of student-athletes (practice time comparable to PE)

## **Implementation considerations:**

- Applies to all levels (varsity, JV, freshman)
- Students must complete at least 80% of a season to earn credit
- Encouragement to still take freshman PE to ensure requirements are met
- Could help transfer students avoid being placed in lower-grade PE classes

## **Concerns and discussion:**

- What happens if students do not complete a season
- Need to monitor students who rely on athletics but do not follow through
- Does not address students who do not participate in athletics
- Overall, the board expressed support for the flexibility and opportunities the proposal provides; no formal vote was required.

This item was presented for discussion only and did not require board action.

## **4.2. Consideration for the naming of the track at Modoc Field Presenter: Dr. Keith Brown, Superintendent**

**MOTION:** Kelsey Bitzer made a motion to approve the renaming of the track to Ken Coffman track as presented; Nicole Trejo seconded the motion.

- Clarification was made that the proposal only applies to the track, not the name of Modoc Field.
- Administration emphasized that Modoc Field will retain its name.
- Brief discussion confirmed the board's understanding that a decision would be made at this meeting.

**DISCUSSION:** Andrew Biggs recognizing the motion and second called for discussion, seeing none, he called for the vote.

**VOTE:** Andrew Biggs, Andrea Jensen, Nicole Trejo, Kelsey Bitzer, Trina Perez, and Kathy Hewitt voted in the affirmative. **The motion carried.**

## **4.3. Approval of the updated Title VI Parent Committee Bylaws Presenter: Fred Bartels, Executive Director of School Improvement**

**MOTION:** Kelsey Bitzer made a motion to approve the Title VI Parent Committee Bylaws as presented; Kathy Hewitt seconded the motion.

- Reviewed updated bylaws for the Title VI Parent Committee, which supports Native American students.
- Noted that Title VI is the only direct federal funding received by the district and requires a functioning parent committee.

# Minutes of Regular Board Meeting Klamath Falls City Schools Board of Education

- The committee operates similarly to a board, with public meetings, officers, and governing bylaws.
- A subcommittee developed proposed updates, which were reviewed and approved by the Title VI Parent Committee in February.
- Board approval is required for the bylaws to take effect, to include board chair signature.
- No concerns were raised during discussion.

**DISCUSSION:** Andrew Biggs recognizing the motion and second called for discussion, seeing none, he called for the vote.

**VOTE:** Andrew Biggs, Andrea Jensen, Nicole Trejo, Kelsey Bitzer, Trina Perez, and Kathy Hewitt voted in the affirmative. **The motion carried.**

#### 4.4. **Approval of the Superintendent Employment Agreement** **Presenter: Renee Clark, Executive Director of Human Resources**

**MOTION:** Kelsey Bitzer made a motion to approve the Superintendent's contract as presented; Nicole Trejo seconded the motion.

- The Board considered the annual renewal of the Superintendent's contract, as part of the annual March contract review process.
- A motion was made and seconded to approve Superintendent Brown's contract renewal.

**Discussion:**

- Board members expressed appreciation for Superintendent Brown's leadership.
- Comments reflected confidence in the district's direction, noting progress under current leadership while acknowledging continued work ahead.
- Emphasis was placed on the importance of strong leadership and board alignment in achieving district goals.

**DISCUSSION:** Andrew Biggs recognizing the motion and second called for any further discussion, seeing none, he called for the vote.

**VOTE:** Andrew Biggs, Andrea Jensen, Nicole Trejo, Kelsey Bitzer, Trina Perez, and Kathy Hewitt voted in the affirmative. **The motion carried.**

#### 4.5. **Approval of the Renew/Non-Renew Contract List** **Presenter: Renee Clark, Executive Director of Human Resources**

**MOTION:** Kelsey Bitzer made a motion to approve the Renew/Non-Renew Contract list as presented, Kathy Hewitt seconded the motion.

# Minutes of Regular Board Meeting Klamath Falls City Schools Board of Education

- The Board reviewed the annual list of licensed staff contract actions, including renewals, non-renewals, and status changes.
- It was noted that this process occurs each March and includes:
  - Advancement of probationary staff
  - Movement from probationary to contract status
  - Continuation of existing contract employees
- An updated document was provided to correct a minor date error from the previous version.

## **Discussion:**

- Clarification was provided that these recommendations are the result of an ongoing evaluation process between administrators and the Superintendent throughout the school year.
- Board members confirmed their role is to formally approve the recommendations, rather than individually evaluate each employee.
- Additional clarification was given regarding contract terms:
  - Licensed staff contracts are typically issued in two-year increments, while administrators receive three-year contracts, consistent with practice (not statute).

**DISCUSSION:** Andrew Biggs recognizing the motion and second called for any further discussion, seeing none, he called for the vote.

**VOTE:** Andrew Biggs, Andrea Jensen, Nicole Trejo, Kelsey Bitzer, and Kathy Hewitt voted in the affirmative. Trina Perez abstained from the vote due to a declared conflict of interest involving a family member included on the contract list. **The motion carried.**

## **5. OLD BUSINESS/ACTION ITEMS**

**Presenter: Andrew Biggs, Board Chair**

### **5.1. Re-adoption of Policy BHD**

**Presenter: Daymond Monteith, Executive Director of Operations**

**MOTION:** Kelsey Bitzer made a motion to approve policy BHD as presented, Trina Perez seconded the motion.

- The Board revisited Policy BDH (Board Member Stipends and Reimbursements), which had been tabled at the previous meeting.
- A clean version of the policy was provided for clarity; no changes to content were made.

## **Discussion:**

- Clarification was provided that adoption of the policy does not immediately authorize compensation.
- Any future compensation would require separate resolutions by board zone, and members could not vote on their own compensation due to conflict of interest.

# Minutes of Regular Board Meeting Klamath Falls City Schools Board of Education

- It was noted that this action is preliminary and does not obligate the Board to implement stipends.

## **Follow-Up:**

- The Board indicated no interest at this time in pursuing resolutions for board member compensation.

**DISCUSSION:** Andrew Biggs recognizing the motion and second called for any further discussion, seeing none, he called for the vote.

**VOTE:** Andrew Biggs, Andrea Jensen, Nicole Trejo, Kelsey Bitzer, and Trina Perez voted in the affirmative. Kathy Hewitt abstained. **The motion carried.**

## **6. BOARD MEMBER COMMENTS**

### **Presenters: 2025-2026 Board Members**

Kathy Hewitt expressed appreciation for all district staff, including teachers, paraprofessionals, and administrators, noting pride in the school district and gratitude for their hard work and support.

Kelsey Bitzer shared a positive experience attending the Mazama “Pink Out” basketball game, noting the event was energetic and enjoyable despite some chaos. She praised the strong student turnout, school spirit, and band performance, and commended staff for their efforts in managing the event and maintaining crowd control.

Trina Perez expressed appreciation for the opportunity to tour NES schools, noting the visit was highly impactful and demonstrated what can be achieved through dedication to public education and closing achievement gaps. She described the experience as impressive and valuable, and expressed interest in a future work session to further discuss insights and takeaways with the board.

Nicole expressed interest in participating in a future work session related to the NES school visit. She also highlighted student success in recent music competitions, noting superior ratings earned and emphasizing the importance of rebuilding the music program, given its positive impact on student learning.

Andrea-ditto what everyone said.

## **7. CLOSING COMMENTS FROM THE CHAIR**

### **Presenter: Andrew Biggs, Board Chair**

Andrew reminded the Board that the April meeting date is April 20, not April 13. He expressed enthusiasm for sharing insights from the Houston trip, congratulated Superintendent Dr. Brown on earning his PhD, and thanked district staff for their dedication, hard work, and commitment to student success.

**Minutes of Regular Board Meeting  
Klamath Falls City Schools  
Board of Education**

**8. ADJOURNMENT**

**Presenter: Andrew Biggs, Board Chair**

Adjournment Time: 7:30 PM

Approved by: \_\_\_\_\_

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

DRAFT

2. Approval of Executive Session Minutes (3-9-26)
3. Approval of Current Agenda
4. Approval of Personnel Agenda

13



5. Approval of amended 2025-2026 board meeting calendar

15

# KFCS BOARD OF EDUCATION MEETING SCHEDULE

2025-2026

Jul 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Aug 2025						
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24	25	26	27	28	29	30
31						

Sept 2025						
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28	29	30				

Oct 2025						
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Nov 2025						
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30						

Dec 2025						
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Jan 2026						
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Feb 2026						
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Mar 2026						
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29	30	31				

Apr 2026						
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May 2026						
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31						

June 2026						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**Regular Monthly Board meetings are held at 6:00 PM the 2<sup>nd</sup> Monday of each month (unless otherwise indicated) in the Boardroom of the Lucile O'Neill Education Center located at 1336 Avalon Street, Klamath Falls, Oregon & virtually via Zoom. Board Approved December 8, 2025**

## **BOARD MEMBERS:**

- ❖ Andrea Jensen, Zone 1, Roosevelt Elementary (term expires 6/30/2027)
- ❖ Andrew Biggs, Zone 2, At-Large (term expires 6/30/2027)
- ❖ Vanessa Bennett, Zone 3, Conger Elementary (term expires 6/30/2029)
- ❖ Kathy Hewitt, Zone 4, Mills Elementary (term expires 6/30/2027)
- ❖ Trina Perez, Zone 5, Pelican Elementary (term expires 6/30/2027)
- ❖ Kelsey Bitzer, Zone 6, At-Large (term expires 6/30/2029)
- ❖ Nicole Trejo, Zone 7, At-Large (term expires 6/30/2029)



3. **REPORTS**

1. Klamath Union High School Student Report

17

## **KU Board Report March 9, 2026**

### **KU Highlights presented by Olivia Cruz.**

- Ponderosa Forecasting was held last week.
- We are working on a grant with our community partners for a student health center at KU
- KU received a \$100,000 grant from Honda for our engineering program for next year!
- We are working on potential summer school offerings highlighting literacy. We want to be ready to go if funding is available.
- State Testing starts today, April 20th.
- KU students completed 15 AP tests last year. Our students will complete 86 AP tests this year.
  - Testing will be May 6 to May 13.
- The Band, Orchestra and Choir all qualified for state competition this Spring.



# Eagle Ridge New Tech High School



## Board Meeting Student Report - April 20, 2026

### Academic Updates:

#### District Agricultural Mechanics Teams:

**Advanced 3rd at District:** Ela King, Noah Peoples, Grace Sarabia, Jace Peterson

**Beginning 3rd at District:** Noah Clayton, Marcus Estep,

**State Convention:** 21 members attended the State Convention in Redmond in March. At this event they participated in leadership workshops, attended a college and career fair, state on state level award selection committees, competed in Farm Business Management and FFA Information Quiz. They attended sessions with keynote speakers, served on courtesy corp helping to run state Career Development Events, and met with FFA members from around the state. The highlight of the trip was when co-presidents Ela King and Aden Jimenez accepted the Charter for the Eagle Ridge FFA Chapter on stage in front of over 3000 people.

#### District Floriculture:

**Advanced Team 4th at District:** Ela King, Braydon Behurst, Noelle Perez, Aysha Hernandez.

**With Ela King being 7th high individual**

**B Team members:** Jessica Schei, Emma Moore, and Moses Vemaas.

#### FBLA Students from Eagle Ridge Place at State

After a six year break Eagle Ridge students competed at state.

This year's state team included: Seniors Silas Perez and Kayleeann McCool, Sophomores Noah Clayton, Marcus Estep, William Taylor and Teresita Wright-Jackson, Freshman Gabriel Webb and two exchange students Senior Nafissa Zaki from Morocco and Sophomore Shiyryn Kudabaeva from Uzbekistan.

The following students placed at state: Gabriel Webb placed 8th in Business Concepts, Marcus Estep placed 10th in Business Plan, Noah Clayton placed 7th in Job Interview and 8th in Customer Service and Shiyryn Kudabaeva placed 6th in Career Portfolio.

In addition Noah Clayton was selected to and received a \$1000 scholarship for the Georgetown Business camp which will be held in Washington DC this summer.

Congratulations to you all.

For the first time, 5 Eagle Ridge geometry students participated in OIT's regional math competition on April 14. All participants reported looking forward to competing again next year.

#### Attendance Trends

# Eagle Ridge New Tech High School



- **Overall Monthly Comparison:** When comparing overall attendance to the same month last year, March 2025 showed an overall attendance rate of 82.36%, while March 2026 increased to 83.13%.
- **Monthly Perfect Attendance:** During the month of March, 21% of our students achieved perfect attendance.

## If time permits:

### **Career Technical Education (CTE)**

#### **Agriculture Science:**

**Landscaping:** drawing their own accurate to scale landscape drawing for the front or the back of the school.

**Forestry:** Preparing for the Envirothon on May 1st.

**Introduction to Ag:** Learning how to process, cut, and identify cuts of meat for beef, lamb, and pork.

**Animal Science:** Learning how to develop proper feed rations for each type of animal based on age, species, purpose, and health. And working with the classroom chicks, Rabbits, and Turkeys.

**Agriculture Mechanics / Welding:** Adv. and beg. Teams placed 4th at district ag mechanics and are moving on to State. Students are in the middle of multiple projects, including signage for KLC/KHLA exterior doors, the Eagle Ridge pergola for the lunch area, which is nearly complete, KECDC signs for the building visibility, and vertical welding stands for inside the welding shop.

#### **Construction:**

#### **Business:**

- 3. Klamath Promise Presentation
- 4. Auditor's Annual Report

22



February 27, 2026

Directors  
Klamath Falls City Schools  
Klamath County, Oregon  
Klamath Falls, Oregon

We have audited the basic financial statements of Klamath Falls City Schools, Klamath County, Oregon (the District) as of and for the year ended June 30, 2025, and have issued our report thereon dated February 27, 2026. Professional standards require that we provide you with the following information related to our audit.

**Our Responsibilities under Auditing Standards Generally Accepted in the United States of America, Government Auditing Standards, and Uniform Guidance**

As communicated in our engagement letter dated May 14, 2025, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material noncompliance, and other matters noted during our audit in a separate letter to you dated February 27, 2026.

**Planned Scope and Timing of the Audit**

We performed the audit according to the planned scope and timing as discussed in our engagement letter dated May 14, 2025.

**Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Our role in providing non-attest services to the District (drafting the financial statements, related notes, supplementary schedules, and schedule of expenditures of federal awards, and maintaining the District's fixed asset listing) were evaluated to determine if sufficient oversight of these areas was provided by management. We concluded that sufficient oversight was provided by management and management was sufficiently knowledgeable about the information to take responsibility for the services we provided.



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## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### ***Significant Accounting Policies***

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There has been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended June 30, 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### ***Significant Accounting Estimates***

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the liability for the pension and other post-employment benefit obligations is based on the description of the plans and census data provided to an actuary. We evaluated the key factors and assumptions used to develop the liability for the post-employment benefit obligations and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

### ***Financial Statement Disclosures***

The disclosures in the financial statements are neutral, consistent, and clear.

### **Identified or Suspected Fraud**

We have not identified or obtained any information that indicates fraud occurred.

### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by management.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management, which are included in a letter dated February 27, 2026 from management.

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

**Other Audit Findings or Issues**

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

**Other Information in Documents Containing Audited Financial Statements**

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the District's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have:

Considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with Uniform Guidance.

Performed tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also in accordance with Uniform Guidance, we examined, on a test basis, evidence about the District's compliance with the types of compliance requirements described in the Uniform Guidance applicable to each of its major federal programs for the purpose of expressing an opinion on the District's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the District's compliance with those requirements.

Applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the management's discussion and analysis.

The other supplementary schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements.

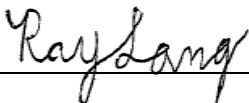
The schedule of expenditures of federal awards has been subjected to the auditing procedures applied in the audit of the basic financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Board of Education and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Regards,

Molatore & Co. LLP



Raymond D. Lang, Partner

**KLAMATH FALLS CITY SCHOOLS**

**KLAMATH COUNTY, OREGON**

**REPORT OF AUDIT  
JUNE 30, 2025**



**Klamath Falls City Schools  
Klamath County, Oregon  
Report of Audit  
Fiscal Year Ended June 30, 2025**

**Board of Directors**

Name	Address	Term Expires
Andrew Biggs Chairperson	3006 Front Street Klamath Falls, Oregon 97601	6/30/2027
Trina Perez Vice-Chairperson	639 Buena Vista Street Klamath Falls, Oregon 97601	6/30/2027
Andrea Jensen	1354 Ridge Crest Drive Klamath Falls, Oregon 97601	6/30/2027
Kelsey Bitzer	2107 Old Fort Road Klamath Falls, Oregon 97601	6/30/2029
Kathy Hewitt	824 Washburn Way Klamath Falls, Oregon 97601	6/30/2027
Nicole Trejo	1975 Manzanita Street Klamath Falls, Oregon 97601	6/30/2029
Vanessa Bennett	627 N. 5th Street Klamath Falls, Oregon 97601	6/30/2029

**Administrative Personnel**

Name	Address
Keith Brown Superintendent	1336 Avalon Klamath Falls, Oregon 97603
Tara Bosse Administrative Secretary	1336 Avalon Klamath Falls, Oregon 97603
Renee Clark Director of Personnel	1336 Avalon Klamath Falls, Oregon 97603
Daymond Monteith Director of Operations	1336 Avalon Klamath Falls, Oregon 97603

**Klamath Falls City Schools  
Klamath County, Oregon  
Index to Report of Audit  
Fiscal Year Ended June 30, 2025**

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	<u>Page</u>
<b>Financial Section</b>	
<b>Independent Auditors' Report</b>	1-3
<b>Management's Discussion and Analysis</b>	4-9
<b>Basic Financial Statements</b>	
Government-wide Financial Statements:	
Statement of Net Position	10
Statement of Activities	11
Fund Financial Statements:	
Balance Sheet – Governmental Funds	12
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	13
Statement of Revenues, Expenditures and Changes in Fund Balance – Governmental Funds	14
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance – Governmental Funds to the Statement of Activities	15
Notes to the Financial Statements	16-37
<b>Required Supplementary Information</b>	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	38
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Special Programs Fund	39
Schedules of Funding Progress	
Klamath Falls City Schools Early Retirement Defined Benefit Plan	40
Klamath Falls City Schools Medical Benefit Defined Benefit Plan	40
Schedule of the Districts Proportionate Share of the Net Pension Liability Oregon Public Employees Retirement System	41
Schedule of District Contributions Oregon Public Employees Retirement System	41

**Klamath Falls City Schools  
Klamath County, Oregon  
Index to Report of Audit  
Fiscal Year Ended June 30, 2025**

---

**Other Supplementary Schedules:**

Balance Sheet – Other Governmental Funds	42
Statement of Revenues, Expenditures, & Changes in Fund Balance – Other Governmental Funds	43
Statement of Revenues, Expenditures, & Changes to Fund Balance – Budget and Actual – Food Service Fund	44
Schedule of Revenues, Expenditures, & Changes to Fund Balance – Budget and Actual – Debt Service Fund	45
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Capital Projects Fund	46
School District Supplemental Information	47

**Government Auditing Standards and Audit Comments Section**

**Government Auditing Standards:**

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	48-49
Report on Compliance With Requirements Applicable to Each Major Program, and on Internal Control Over Compliance in Accordance With the Uniform Guidance	50-52
Schedule of Findings and Questioned Costs	61-62
Schedule of Expenditures of Federal Awards	63-64
Notes to Schedule of Expenditures of Federal Awards	65

**Audit Comments:**

Report on Internal Control Over Financial Reporting and on Compliance Based on an Audit of Financial Statements Performed in Accordance With <i>Oregon Minimum Standards</i>	66-67
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## Independent Auditor's Report

Directors and Superintendent  
Klamath Falls City Schools  
Klamath County, Oregon  
Klamath Falls, Oregon

### Report on the Audit of the Financial Statements

#### Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Klamath Falls City Schools, Klamath County, Oregon (the District) as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2025, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller general of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Klamath Falls City Schools' ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



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## **Auditor’s Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Klamath Falls City Schools’ internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Klamath Falls City Schools’ ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

## **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis and the schedules as shown in the table of contents to be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The general fund and special program fund budgetary comparison information are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the general fund and major special revenue fund budgetary comparison information are fairly stated, in all material respects, in relation to the basic financial statements and other financial schedules as a whole.

## **Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District’s basic financial statements. The accompanying other supplementary schedules listed in the table of contents to the report and the Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information

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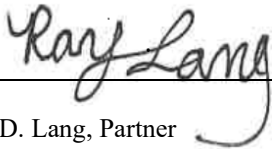
directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information and the Schedule of Expenditures of Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### **Report on Other Legal and Regulatory Requirements**

In accordance with *Government Auditing Standards*, we have also issued our report dated February 27, 2026 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Audit Standards* in considering the District's internal control over financial reporting and compliance.

In accordance with Oregon State Regulation, we have also issued our report dated February 27, 2026 on our consideration of the District's compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes (ORS) as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations. The purpose of that report is to describe the scope of our testing necessary to address the required provisions of ORS, and not to provide an opinion on compliance with such provisions.

Molatore & Co. LLP



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Raymond D. Lang, Partner  
Klamath Falls, Oregon  
February 27, 2026

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

**Klamath Falls City Schools  
Klamath County, Oregon  
Management’s Discussion and Analysis  
June 30, 2025**

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As management of Klamath Falls City Schools, Klamath County, Oregon (the District), we offer readers of the District’s financial statements this narrative overview and analysis of the financial activities for the fiscal year ended June 30, 2025.

**Financial Highlights**

In the government-wide statements, the assets of the District exceeded its liabilities at June 30, 2025, by \$47,472,155. Of this amount, \$67,526,598 represents the District’s investment in capital assets, net of related debt, \$18,008 is restricted for the Permanent Fund, \$8,224,948 is restricted for special programs, and the balance, \$(28,297,399) is unrestricted. The District’s total net position increased by \$2,481,708.

The District’s governmental funds reported combined ending fund balances of \$8,001,561, a decrease of \$7,597,607 in comparison with the prior year. As of June 30, 2025, \$4,403,848 was available for spending at the District’s discretion.

At the end of the fiscal year, the unreserved fund balance for the general fund was \$4,403,848, a decrease of \$1,654,076 in comparison with the prior year. This is due to moving funds to purchase Eagle Ridge High School and expand student CTE learning.

The District’s total liabilities increased by \$1,513,250 during the 2024-2025 fiscal year. The primary reason for the increase is due to the PERS net pension liability which increased by \$3,564,522 or 12.8%. Our long-term liabilities increased by 3.1% due primarily to the PERS increase. A substantial portion of the long-term debt, \$18,745,000 is for repayment of the General Obligation Bonds.

**Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the District’s basic financial statements. The District’s basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

**Government-wide Financial Statements**

The *government-wide financial statements* are designed to provide readers with a broad overview of the District’s finances, in a manner similar to a private-sector business. These statements include:

***The Statement of Net Position***

The statement of net position presents information on all of the District’s assets and liabilities with the difference between the two reported as net assets. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

***The Statement of Activities***

The statement of activities presents information showing how the net position of the District changed over the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes).

In government-wide financial statements, the District’s activities are shown in one category:

***Governmental Activities***

All of the District’s basic functions are shown here, such as regular and special education, child nutrition services, transportation, administration, and facilities acquisition and construction and capital projects. These activities are primarily financed through property taxes, Oregon’s State School Fund and other intergovernmental revenues.

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Management’s Discussion and Analysis**  
**June 30, 2025**

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**Fund Financial Statements**

The fund financial statements provide more detailed information about the District’s funds, focusing on its most significant or “major” funds – not the District as a whole. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be categorized as governmental funds.

**Governmental Funds**

The governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government’s near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s near-term financing decisions. Both the governmental fund Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances are reconciled to the government-wide Statements of Net Position and Activities.

The District maintains three individual governmental funds. Information is presented separately in the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures and Changes in Fund Balances for the General, Special Programs, and other governmental funds which are considered to be major funds.

The basic governmental fund financial statements can be found on pages 12 through 15 of this report.

**Government-Wide Financial Analysis**

As noted earlier, net position may serve over time as a useful indicator of a government’s financial position. In the case of the District, assets exceeded liabilities by \$47,472,155 at June 30, 2025.

Capital assets, which consist of the District’s land, buildings, building improvements, construction in progress, vehicles, and equipment, represent about 89 percent of total assets. The remaining assets consist mainly of bond receipts, investments, cash, and grants and property taxes receivable.

The District’s net position reflect a large investment in capital assets (e.g. land, buildings, vehicles and equipment); less any related debt used to acquire those assets that is still outstanding. The District uses these capital assets to provide services to students and other District residents; consequently these assets are not available for future spending. Although the District’s investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources (generally property taxes), since the capital assets themselves cannot be used to liquidate these liabilities.

**Klamath Falls City Schools  
Klamath County, Oregon  
Management's Discussion and Analysis  
June 30, 2025**

	<b>Net Position</b>		<b>Increase (Decrease)</b>
	<b>June 30,</b>		
	<b>2025</b>	<b>2024</b>	
Current and other assets	\$ 11,507,905	\$ 18,707,719	\$ (7,199,814)
Capital assets, net	89,680,094	81,506,528	8,173,566
<b>Total Assets</b>	<b>101,187,999</b>	<b>100,214,247</b>	<b>973,752</b>
Deferred outflow of resources	11,039,995	6,980,228	4,059,767
Current liabilities	5,752,043	5,839,204	(87,161)
Long-term debt	54,028,811	52,428,400	1,600,411
<b>Total liabilities</b>	<b>59,780,854</b>	<b>58,267,604</b>	<b>1,513,250</b>
Deferred inflow of resources	4,974,985	3,936,424	1,038,561
Net position:			
Net investment in capital assets	67,526,598	56,799,570	10,727,028
Restricted for special programs	8,224,948	14,480,813	(6,255,865)
Restricted for permanent fund	18,008	18,008	-
Unrestricted	(28,297,399)	(26,307,944)	(1,989,455)
<b>Total net positions</b>	<b>\$ 47,472,155</b>	<b>\$ 44,990,447</b>	<b>\$ 2,481,708</b>

**Governmental Activities**

During the current fiscal year, the District's net position increased by \$2,481,708 from the prior year. The key elements of the change in the District's net position for the year ended June 30, 2025, are as follows:

The reasons for the increase in the District's net position can be explained as follows:

1. Total liabilities have increased by \$1,513,250.
2. Deferred Outflows including items such as liabilities for Post-employment benefits, interest, principal payments for capital-related long-term debt, and capital outlays increased by \$4,059,767.
3. Deferred inflows including items such as property taxes levied, and proceeds from sale of capital assets increased \$1,038,561.

The Board of Directors adopted a policy of budgeting a minimum of 5% contingency in the general fund in 2010, and the District has continued to maintain this minimum.

The bond funds provided by passage of a General Obligation Bond resolution in November 2014, which was a major event for the district, are being used for capital projects, primarily the renovation of Klamath Union High School, and improvements for safety and security at other schools. The bonds were sold in March 2015 at a favorable time in the market. In November 2021 we refinanced our bonds, saving taxpayers over \$1,000,000 over the life of the bonds. Items that were added to our Capital Assets this year include KU Storefront for the cafe.

The District continues to benefit from several significant grant awards through the Oregon Department of Education. Prior federal relief funding (ESSER) allowed the District to complete important facility upgrades, including HVAC and lighting at many of our schools. These improvements have enhanced the learning environment for students and staff and will provide long-term operation benefits. Additionally, the District has secured grant funding for seismic rehabilitation at Conger Elementary School. This project will strengthen the structural integrity and safety of the facility, reinforcing the District's commitment to providing safe, modern learning environments for student and staff.

**Klamath Falls City Schools  
Klamath County, Oregon  
Management's Discussion and Analysis  
June 30, 2025**

	<u>Governmental Activities</u>		<u>Increase (Decrease)</u>
	<u>For the year ended June 30, 2025</u>	<u>2024</u>	
<b>Revenues:</b>			
Program Revenues:			
Charges for service	\$ 2,790,409	\$ 1,604,601	\$ 1,185,808
Operating grants and contributions	20,223,054	25,569,972	(5,346,918)
<b>General revenues:</b>			
Property taxes	11,179,222	10,738,647	440,575
State school fund – general support	28,185,088	25,675,000	2,510,088
Other governmental sources	434,453	816,554	(382,101)
Earnings on investments	587,843	732,042	(144,199)
Other	1,970,371	532,845	1,437,526
<b>Total Revenues</b>	<u>65,370,440</u>	<u>65,669,661</u>	<u>(299,221)</u>
<b>Expenses:</b>			
Instruction	36,556,839	31,577,422	4,979,417
Instructional student support	5,105,705	4,562,454	543,251
Administrative and financial support services	7,495,554	6,790,979	704,575
Operation and maintenance of plant services	5,236,099	3,819,614	1,416,485
Pupil transportation	2,496,709	2,105,392	391,317
Student activities	999,755	1,379,957	(380,202)
Food services	2,911,508	2,600,898	310,610
Community services	132,077	164,560	(32,483)
Supplemental retirement program	392,124	243,834	148,290
Facilities acquisition and construction	8,037	163,418	(155,381)
Interest on long-term debt	850,080	715,550	134,530
<b>Total expenses</b>	<u>62,184,487</u>	<u>54,124,078</u>	<u>8,060,409</u>
Increase (decrease) in net position	<u>3,185,953</u>	<u>11,545,583</u>	<u>(8,359,630)</u>
Net position – beginning unadjusted	44,990,447	33,444,864	11,545,583
Restatement and prior period adjustment	(704,245)	-	
Net position - beginning restated	<u>44,286,202</u>	<u>33,444,864</u>	
Net position - ending	<u>\$ 47,472,155</u>	<u>\$ 44,990,447</u>	<u>\$ 3,185,953</u>

**Financial Analysis of the District's Funds**

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds**

The focus of the District's governmental funds is to provide information on relatively short-term cash flow and funding the future basic services. Such information is useful in assessing the District's financing requirements. In particular, *unreserved fund balance* may serve as a useful measure of a government's net resource's available for spending at the end of a fiscal year.

At June 30, 2025, the District's governmental funds reported combined ending fund balances of \$8,001,561, a decrease of \$7,597,607 in comparison with the prior year. About 56%, \$4,461,372, of fund balances are general revenue funds.

**Klamath Falls City Schools  
Klamath County, Oregon  
Management’s Discussion and Analysis  
June 30, 2025**

**General Fund**

The General Fund is the chief operating fund of the District. As of June 30, 2025, the unreserved fund balance was \$4,461,372. As a measure of the fund’s liquidity, it may be useful to compare total fund balance to total fund expenditures. Fund balance represents approximately 11.8 percent of total General Fund expenditures. The fund balance decreased by \$1,628,876 during the current fiscal year.

**Special Programs Fund**

The Special Programs Fund has a total fund balance of \$3,797,562, which is designated for programs funded by federal and state grants and contracts. The fund balance decreased by \$5,250,775 during the current fiscal year.

**Other Governmental Funds**

Other Governmental Funds, which includes Food Service, debt service, and Capital Projects, has a total fund balance of (\$257,373).

**Budgetary Highlights**

Beginning of fiscal year 2024/2025, KFCS merged Eagle Ridge High School into the District’s comprehensive high school to improve efficiency and better align programs and resources. The consolidation is expected to reduce operational costs and strengthen the District’s long-term fiscal sustainability while maintaining focus on instructional CTE services and student support.

**Capital Asset and Debt Administration**

The District’s investment in capital assets includes land, buildings and improvements, vehicles and equipment, and construction in progress. As of June 30, 2025, the District had invested \$89,680,094 in capital assets, net of depreciation, as shown in the following table:

	<b>Fixed Assets</b>		<b>Increase (Decrease)</b>
	<b>June 30,</b>		
	<u>2025</u>	<u>2024</u>	
Land	\$ 8,024,071	\$ 6,757,365	\$ 1,266,706
Construction in progress	2,969,673	12,758,810	(9,789,137)
Buildings and improvements	75,389,585	59,171,153	16,218,432
Vehicles and equipment	2,878,565	2,294,892	583,673
Right-of-use lease asset	418,200	524,308	(106,108)
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total	<u>\$ 89,680,094</u>	<u>\$ 81,506,528</u>	<u>\$ 8,173,566</u>

During the year, the District’s investment in capital assets increased by \$8,173,566.

During the fiscal year, the District invested in key capital improvements, including seismic upgrades at Joseph Conger Elementary, the purchase of four new school buses, acquisition of Eagle Ridge High School which incorporated many CTE programs, and the addition of new playground and softball field at Conger. These projects enhanced safety, expanded District assets and improved student programs and facilities.

Additional information of the Districts capital assets can be found in Note 4 on page 21 of this report.

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Management's Discussion and Analysis**  
**June 30, 2025**

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**Long-term Debt**

At the end of the current fiscal year, the District had long-term debt in the amount of \$54,028,811, which includes \$(2,234,382) of bond amortization. A substantial portion of the long-term debt, \$18,745,000, is for repayment of the General Obligation Bonds. The PERS Net Pension Liability, reported to implement the Governmental Accounting Standards Board (GASB) regulations, is \$31,332,538. Post-employment benefit obligations represent \$4,739,749 of long-term debt. The balance of \$1,238,864 of the long-term debt consists of the long-term portion of the capital lease obligation for the district photocopier fleet, the Qualified Zone Academy Bond for the artificial turf field and new track at Klamath Union High School, energy conservation projects funded through the Oregon Cool Schools program, and financing the purchase of new buses.

Additional information of the District's long-term debt can be found in Note 9 on pages 35 through 36 of this report.

**Economic Factors and Next Year's Budget**

The Board adopted the 2025/2026 budget using calculations based on spending over 49% of the biennium's anticipated State School Fund (SSF) revenue. This conservative budget philosophy should allow us to maintain class sizes and continue all programs even in the face of increased personnel costs due to wage and benefit increases as well as increases in PERS rates. Average Daily Membership (ADM) paid through the State School Fund (SSF) is the primary basis of funding the programs of the District. The District enrollment has been declining and continues to be a concern. Declining enrollment has been an issue not only for Klamath Falls City Schools during the pandemic, but it is a state, and nationwide trend.

The school board was able to adopt a budget that restored some of the positions and programs that had been reduced during the previous budget cycle. However, reduced enrollment and increased PERS contributions continue to cause budget pressure. PERS employer rates for 2025/27 biennium 28.02% for Tier 1/Tier 2 members and 24.84% for OPSRP members reduced by 1.68% of payroll from the rates published in October 2024. Current projections are for these rates to continue to increase during the next biennium which will continue to add strain to the budget.

In developing next year's budget, the District focused on our preservation and enhancement of academic, extracurricular, and support programs that foster student success. The budget will also sustain existing programs, fostering innovation and creating dynamic learning environment. We stand by our commitment to maintaining very manageable class sizes across all school sites. The 2025/26 budget also reflects continued investments in District's long-term facilities and capital improvement plans. Work will continue on the seismic retrofit project at Joseph Conger Elementary school to enhance student and staff safety. Additionally, the district plans to purchase two more school buses as part of an ongoing effort to modernize and improve the reliability of the transportation fleet. Facilities maintenance remains a priority with Roosevelt Elementary roof project moving forward to bid and roof repairs at Mills Elementary school also scheduled for bid.

Most bargaining unites have agreed on new contracts for the 2025/26 fiscal year. KFEA (Certified) and KFSA (Admin) have agreed on a 4 years contract with a 2 year opener for financials. 5% COLA in 25/26 and 3% in 26/27 with a OEBC cap increase of 2.4% for 25/26 and OEBC aggregate in 26/27. Confidential has agreed to a 3 year contract 2.5% increase between steps for 25/26. They negotiated a 3% COLA each year from 2025 to 2028 and 3.4% OEBC cap increase for 25/26 and OEBC aggregate each year after. Manager/Supervisors agreed to a 3 year contract with a 4% COLA for 25/26 and 26/27 and a 3% COLA for 27/28 and a 3.4% OEBC cap increase for 25/26 and OEBC aggregate in following years. CPOKF are currently in their 2 year contract. They received a 3.5% COLA and a 3.4% OEBC cap increase. They will be opening negotiations for 26/27 early in 2026. At this time there has not been an agreement with KFACE (Classified) in terms of their contract. We anticipate an outcome before the end of 25/26 fiscal year.

The District's Budget Committee and School Board considered all of these factors while preparing the District's budget for the 2026/2027 fiscal year. The District's continued commitment to supporting all students, maintaining high-quality educational programs and responsible planning for both operational stability and long-term infrastructure needs.

**Requests for Information**

This financial report is designed to present the user (citizens, taxpayers, investors, and creditors) with a general overview of the District's finances and to demonstrate the District's accountability. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the District's Business Manager at 1336 Avalon Street, Klamath Falls, Oregon 97603.

**Klamath Falls City Schools  
Klamath County, Oregon  
Statement of Net Position  
June 30, 2025**

	<b>Governmental Activities</b>
<b>Assets</b>	
Cash and Equivalents	\$ 6,821,157
Receivables	888,797
Due from Other Governmental Agencies	3,611,768
Inventories	156,296
Other assets	29,887
Capital Assets	
Land, improvements, and construction in progress	10,993,744
Buildings, net of depreciation	75,389,585
Equipment and Furniture, net of depreciation	3,296,765
Total Capital Assets	89,680,094
Total assets	101,187,999
<b>Deferred Outflows of Resources</b>	
Deferred outflow of resources - pension related	11,039,995
Total deferred outflow of resources	11,039,995
<b>Liabilities</b>	
Accounts Payable and Accrued Expenses	355,736
Accrued Salaries and Benefits	3,371,741
Unearned Revenues	8,849
Long-Term Liabilities	
Due within one year	
Leases and contracts	1,993,301
Accrued interest	22,416
Due in more than one year	
Leases and contracts	20,190,906
Bond premium (Discount)	(2,234,382)
Other post employment benefit obligations	4,739,749
Net Pension liability	31,332,538
Total liabilities	59,780,854
<b>Deferred Inflow of Resources</b>	
Deferred inflow of resources - pension related	4,974,985
Total deferred inflow of resources	4,974,985
<b>Net Position</b>	
Net Investment in Capital Assets	67,526,598
Restricted for:	
Permanent fund, non-expendable	18,008
Special programs	8,224,948
Unrestricted	(28,297,399)
Total net position	\$ 47,472,155

**Klamath Falls City Schools  
Klamath County, Oregon  
Statement of Activities  
For the year ended June 30, 2025**

Functions/Programs	Expenses	Program Revenue			Governmental Activities	Net (Expense) Revenue and Changes in Net Assets
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions		
<b>Primary government</b>						
Governmental Activities						
Instruction	\$ 36,556,839	\$ 1,506,218	\$ 17,689,976	\$ -	\$ (17,360,645)	\$ (17,360,645)
Instructional student support	5,105,705	-	-	-	(5,105,705)	(5,105,705)
Administrative and financial support services	7,495,554	641,049	-	-	(6,854,505)	(6,854,505)
Operation and maintenance of plant services	5,236,099	-	317,254	-	(4,918,845)	(4,918,845)
Pupil transportation	2,496,709	-	-	-	(2,496,709)	(2,496,709)
Student activities	999,755	543,804	-	-	(455,951)	(455,951)
Food service	2,911,508	99,338	2,215,824	-	(596,346)	(596,346)
Community services	132,077	-	-	-	(132,077)	(132,077)
Supplemental retirement program	392,124	-	-	-	(392,124)	(392,124)
Facilities acquisition and construction	8,037	-	-	-	(8,037)	(8,037)
Interest on long-term debt	850,080	-	-	-	(850,080)	(850,080)
Total governmental activities	<u>62,184,487</u>	<u>2,790,409</u>	<u>20,223,054</u>	<u>-</u>	<u>(39,171,024)</u>	<u>(39,171,024)</u>
<b>General revenues:</b>						
Taxes:						
Property taxes, levied for general purposes					11,179,222	11,179,222
State school fund - general support					28,185,088	28,185,088
State school fund - school improvement funds					18,000	18,000
Common school fund					356,569	356,569
Grants and contributions not restricted to specific programs					59,884	59,884
Unrestricted investment earnings					587,843	587,843
Miscellaneous					751,720	751,720
Special item - gain on sale of asset					134,164	134,164
Gain on EagleRidge merger					1,084,487	1,084,487
Total general revenues and special items					<u>42,356,977</u>	<u>42,356,977</u>
Change in net position					<u>3,185,953</u>	<u>3,185,953</u>
Net position - beginning					44,990,447	44,990,447
Restatement and prior period adjustments					(704,245)	(704,245)
Net position- beginning after restatement/adjustment					<u>44,286,202</u>	<u>44,286,202</u>
Net position - ending					<u>\$ 47,472,155</u>	<u>\$ 47,472,155</u>

**Klamath Falls City Schools  
Klamath County, Oregon  
Balance Sheet  
Governmental Funds  
June 30, 2025**

	<u>General Fund</u>	<u>Special Programs</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>Assets</b>				
Cash and equivalents	\$ 6,711,583	\$ 604,696	\$ (495,122)	\$ 6,821,157
Taxes receivable	608,744	-	280,053	888,797
Receivable from other governments	-	3,504,097	92,281	3,596,378
Other receivables	-	15,390	1,146	16,536
Inventories	57,524	-	98,772	156,296
Prepaid expenses	-	29,887	-	29,887
Total assets	<u>7,377,851</u>	<u>4,154,070</u>	<u>(22,870)</u>	<u>11,509,051</u>
<b>Liabilities Deferred Inflows and Fund Balances</b>				
Liabilities:				
Accounts payable	5,823	347,659	2,243	355,725
Other accrued expenses	2,405,420	-	-	2,405,420
Total liabilities	<u>2,411,243</u>	<u>347,659</u>	<u>2,243</u>	<u>2,761,145</u>
Deferred Inflows:				
Unavailable revenue	<u>505,236</u>	<u>8,849</u>	<u>232,260</u>	<u>746,345</u>
Fund balances:				
Non-Spendable	57,524	29,887	98,772	186,183
Restricted for Capital Improvements	-	1,723,225	302,580	2,025,805
Restricted for Debt Service	-	-	(92,452)	(92,452)
Restricted for Food Service	-	-	(566,273)	(566,273)
Restricted for Scholarships	-	18,008	-	18,008
Committed	-	1,559,554	-	1,559,554
Assigned	-	466,888	-	466,888
Unassigned	4,403,848	-	-	4,403,848
Total fund balances	<u>4,461,372</u>	<u>3,797,562</u>	<u>(257,373)</u>	<u>8,001,561</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 7,377,851</u>	<u>\$ 4,154,070</u>	<u>\$ (22,870)</u>	<u>\$ 11,509,051</u>

**Klamath Falls City Schools  
Klamath County, Oregon  
Reconciliation of the Balance Sheet – Governmental Funds  
To the Statement of Net Position  
June 30, 2025**

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Total fund balance, governmental funds	\$	8,001,561
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.		89,680,094
Certain other long-term assets are not available to pay current period expenditures and therefore are not reported in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.		737,496
Some liabilities, (such as Capital Lease Contract Payable, Contracts Payable, and Other Post Employment Benefit Obligations), are not due and payable in the current period and are not included in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.		(25,679,468)
The proportionate share of net pension asset not reported as an asset in the governmental funds.		(31,332,538)
Deferred outflow of resources pension related not reported in governmental funds		11,039,995
Deferred inflow of resources pension related not reported in governmental funds		(4,974,985)
Net Position of Governmental Activities in the Statement of Net Position	<u>\$</u>	<u>47,472,155</u>

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Governmental Funds**  
**For the year ended June 30, 2025**

	<u>General Fund</u>	<u>Special Programs</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>Revenues</b>				
Property taxes	\$ 7,472,333	\$ -	\$ 3,494,918	\$ 10,967,251
Investment earnings	582,228	1,275	4,340	587,843
Federal sources	38,223	7,325,634	2,215,719	9,579,576
State sources	28,620,079	10,545,397	105	39,165,581
Miscellaneous sources	2,397,066	1,350,618	99,338	3,847,022
Total revenues	<u>39,109,929</u>	<u>19,222,924</u>	<u>5,814,420</u>	<u>64,147,273</u>
<b>Expenditures</b>				
Current:				
Instruction	22,534,123	13,455,694	-	35,989,817
Support services	14,837,632	5,387,892	455	20,225,979
Enterprise and community services	85,961	144,009	2,874,206	3,104,176
Debt Service:				
Principal	223,770	100,968	3,080,000	3,404,738
Interest and other charges	32,792	48,357	515,202	596,351
Capital Outlay				
Facilities acquisition and construction	-	8,479,468	76,060	8,555,528
Total Expenditures	<u>37,714,278</u>	<u>27,616,388</u>	<u>6,545,923</u>	<u>71,876,589</u>
Excess (deficiency) of revenues over expenditures	<u>1,395,651</u>	<u>(8,393,464)</u>	<u>(731,503)</u>	<u>(7,729,316)</u>
<b>Other Financing Sources (Uses)</b>				
Transfers in	-	3,212,049	13,547	3,225,596
Transfers out	<u>(3,024,527)</u>	<u>(201,069)</u>	<u>-</u>	<u>(3,225,596)</u>
Total other financing sources and (uses)	<u>(3,024,527)</u>	<u>3,010,980</u>	<u>13,547</u>	<u>-</u>
<b>Special Item</b>				
Proceeds from sale of assets	-	133,703	-	133,703
Net change in fund balances	<u>(1,628,876)</u>	<u>(5,248,781)</u>	<u>(717,956)</u>	<u>(7,595,613)</u>
Fund balances - beginning	6,090,248	9,046,343	460,583	15,597,174
Fund balances - ending	<u>\$ 4,461,372</u>	<u>\$ 3,797,562</u>	<u>\$ (257,373)</u>	<u>\$ 8,001,561</u>

**Klamath Falls City Schools  
Klamath County, Oregon  
Reconciliation of the Statement of Revenues, Expenditures and Changes  
In Fund Balance – Governmental Funds to the Statement of Activities  
For the year ended June 30, 2025**

Net change in fund balances - total governmental funds:	\$	(7,595,613)
<p>Amounts reported for Governmental Activities in the Statement of Activities are different because:</p>		
<p>Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources. In contrast, the Statement of Activities reports only a portion of the outlay as expense. The outlay is allocated over the assets' estimated useful lives as depreciation expense for the period.</p>		
This is the amount by which capital outlays (\$10,179,072) are exceeded by depreciation (\$3,076,926) in the current period.		7,102,146
<p>Governmental funds report the entire net sales price (proceeds) from sale of an asset as revenue because it provides current financial resources. In contrast, the Statement of Activities reports only the gain on the sale of the assets. Thus, the change in net position differs from the change in fund balance by the cost of the asset sold.</p>		
		(79)
<p>Governmental funds recognize the contributions to the pension trust fund as an expenditure. In contrast, the Statement of Activities reports the change in pension assets/liabilities.</p>		
		(543,317)
<p>Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned.</p>		
		46,197
<p>Governmental funds report debt proceeds as current financial resources. In contrast, the Statement of Activities treats such issuance of debt as a liability. Governmental funds report repayment of debt principal as an expenditure, In contrast, the Statement of Activities treats such repayments as a reduction in long-term liabilities. Also, government funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This is the amount by which proceeds exceeded repayments.</p>		
		3,358,941
<p>Value of assets received through EagleRidge acquisition in excess of the related obligations that are recognized on the government wide financial statement.</p>		
		1,084,487
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds:</p>		
Compensated absence obligations not reflected on Governmental funds		(263,232)
Other post employment benefit obligations not reflected on Governmental funds		250,151
Accrued interest not reflected on Governmental funds		(253,728)
Change in net position of governmental activities	\$	3,185,953

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Notes to the Financial Statements**  
**June 30, 2025**

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**Note 1 – Summary of Significant Accounting Policies**

**Organization**

Klamath Falls City Schools, Klamath County, Oregon (the District) is a public organization charged with the responsibility of providing education to students in grades K through 12 within its boundaries. The District is a municipal operation governed by a board of seven publicly elected officials, and its affairs are administered at their direction by a superintendent, who is employed by the board.

The following is a summary of significant accounting policies utilized by the District in the preparation of the accompanying financial statements.

**Reporting Entity**

As required by generally accepted accounting principles, all activities of the District have been included in the basic financial statements. The District qualifies as a primary government since it has a separately elected governing body, is a legally separate entity, and is fiscally independent. The financial reporting entity consists of (a) the primary government, (b) organizations for which the primary government is financially accountable, and (c) governmental organizations for which the primary government is not financially accountable, but for which the nature and significance of their financial relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. In addition, component units can be governmental organizations for which the primary government is not financially accountable, but for which the nature and significance of their financial relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

**Government-wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the District's activities, except fiduciary activities. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include charges for goods and services provided by a given function and grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds and major individual governmental funds are reported as separate columns in the fund financial statements.

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Under terms of grant agreements, the District funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net position available to finance the program. It is the District's policy to first apply cost-reimbursement grant resources to such programs and then general revenues.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period, except for property taxes that are required to use 60 days. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Notes to the Financial Statements**  
**June 30, 2025**

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**Note 1 – Summary of Significant Accounting Policies** *(continued)*

Property taxes, interest revenue and charges for services associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

The general fund is the District's primary operating fund. It accounts for all financial resources of the District, except those required to be accounted for in another fund.

The special programs fund accounts for resources acquired and payments made for federal and state grants, and student body activities.

Restricted funds balances are made up of funds for scholarships, capital projects, student body funds, and other program purposes.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are rental charges between the special programs fund and the general fund. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

**Cash and Cash Equivalents**

The District's cash and cash equivalents consist of cash on hand, demand deposits and short-term investments with original maturities of three months or less. Short-term investments are stated at cost, which approximates fair value.

The District's investments consist of the State of Oregon Treasurer's Local Government Investment Pool (LGIP). The LGIP is stated at cost, which approximates fair value. Fair value of the LGIP is the same as the District's value in the pool shares. The Oregon State Treasury administers the LGIP. It is an open-ended no-load diversified portfolio offered to any agency, political subdivision or public corporation of the State that by law is made the custodian of, or has control of, any fund. The LGIP is commingled with the State's short-term funds. In seeking to best serve local governments of Oregon, the Oregon legislature established the Oregon Short-Term Fund Board. The purpose of the Board is to advise the Oregon State Treasury in the management and investment options of the LGIP.

**Property Taxes Receivable**

Property taxes become a lien against the property, as of July 1, in the year in which due and are assessed in October through billing by the county to the property owner. Payments are due in three equal installments on November 15, February 15 and May 15 with a 3% discount available for payment in full on November 15. Taxes unpaid and outstanding on May 16 are considered delinquent and are subject to lien, and penalties and interest are assessed.

Uncollected property taxes receivable for the governmental fund types which are considered measurable and available are recognized as revenues in the respective funds. All other uncollected property taxes receivable for the governmental fund types are offset by deferred revenues and, accordingly, have not been recorded as revenue. Uncollected property taxes, including delinquent amounts, are deemed to be substantially collectible or recoverable through foreclosure, therefore, no allowance for uncollectible accounts has been established.

**Accounts Receivable**

Accounts and other receivables are comprised primarily of claims for reimbursement of costs under various federal and state grants. Amounts are periodically reviewed for collectability. At June 30, 2025, no allowance for doubtful accounts is considered necessary.

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

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**Note 1 – Summary of Significant Accounting Policies** *(continued)*

**Inventories**

Inventories of supplies and materials in the governmental funds are stated at cost. Inventories of supplies and materials are valued at cost. All inventories use the first-in/first-out (FIFO) method. Inventoried items are charged to expenditures of the user department at the time of withdrawal from inventory (consumption method).

**Capital Assets**

Capital assets which include land and improvements, buildings and improvements, vehicles, furniture, equipment, and construction in progress, are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost in excess of \$5,000 and an estimated useful life of more than one year. Such assets are recorded at historical cost, or estimated historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation. Maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Land improvements	20 years
Buildings and improvements	10-60 years
Vehicles, furniture and equipment	5-20 years

**Grant Accounting**

Unreimbursed expenditures due from grantor agencies are recorded in the financial statements as accounts receivable and revenues. Cash received from grantor agencies in excess of related grant expenditures is reflected as unearned/deferred revenue on the statement of net assets and the balance sheet.

**Pensions**

For purpose of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of Oregon Public Employees Retirement System (PERS) and additions to/deductions from PER's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are reported at fair value.

**Compensated Absences**

It is the District's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. The implementation of GASB 101 results in a liability for unpaid accumulated sick leave being recognized. All unused vacation pay is accrued when earned in the government-wide financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignation and retirements. Compensated absences will be paid from general revenues from the District's General Fund.

**Long-Term Debt**

In the government-wide financial statements, long-term debt obligations are reported as liabilities in the statement of net position.

**Fund Equity**

In the government-wide financial statements, the District reports restricted net position when constraints placed on net position use are either externally imposed by creditors or other governments, or established through constitutional provisions or enabling legislation (such as for certain property taxes).

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Notes to the Financial Statements**  
**June 30, 2025**

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**Note 1 – Summary of Significant Accounting Policies** *(continued)*

In the fund financial statements, government fund balances are classified as follows:

**Non-Spendable** – Amounts that cannot be spent either because they are in a non-spendable form such as inventory or because they are legally or contractually required to be maintained intact.

**Restricted** – Amounts that can only be spent for specific purposes because of local, state, or federal laws, or externally imposed conditions by grantors or creditors or enabling legislation.

**Committed** – Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the School Board. These amounts cannot be used for any other purpose unless the School Board removes or changes the specified use by taking the same type of action (resolution) that was employed when the funds were initially committed.

**Assigned** – Amounts that are to be used for specific purposes, authorized by the District’s Superintendent and/or Business Manager.

**Unassigned** – Amounts not included in other classifications.

**Budgets and Budgetary Accounting**

The budget is prepared for each program in accordance with the modified accrual basis of accounting and legal requirements set forth in Oregon Local Budget Law. The budgetary basis of accounting is the same as accounting principles generally accepted in the United States of America for the governmental fund types. The exception is capital outlay expenditures, which are budgeted by major function in governmental fund types. The resolution authorizing appropriations for each fund sets the level by which expenditures cannot legally exceed appropriations. Appropriations are established at the major function level (instruction, supporting services, enterprise and community services, facilities acquisition and construction, debt service, transfers, and operating contingency) for each fund. The detail budget document, however, is required to contain more specific, detailed information for the above mentioned expenditure categories. Unexpected additional resources may be added to the budget through the use of a supplemental budget and appropriation resolution.

Supplemental budgets less than 10% of a fund’s original budget may be adopted by the Board at a regular meeting. A supplemental budget greater than 10% of a fund’s original budget requires hearings before the public, publication in newspapers and approval by the Board. Original and supplemental budgets may be modified by the use of appropriations transfers between the fund levels of control (major function levels) with Board approval. Appropriations lapse at the end of each fiscal year.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**New Pronouncements**

The District adopts all new applicable pronouncements that are required due to their effective dates (GASB 101 and 101). The Districts has implemented the new pronouncements and those results are reported within the financial statements.

**Note 2 – Cash and Equivalents**

**Primary Government**

The District maintains an internal investment pool that is available for use by all funds. Each fund type’s portion of this pool is displayed on the balance sheet as “Cash and equivalents.”

Cash and equivalents are comprised of the following at June 30, 2025:

Deposits with financial institutions	\$ 2,509,124
State of Oregon Treasurer’s Local Government Investment Pool	<u>4,312,033</u>
Total cash and equivalents	<u>\$ 6,821,157</u>

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

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**Note 2 – Cash and Equivalents** *(continued)*

**Credit Risk – Deposits**

At year end, the book balance of the District’s bank deposits was \$2,812,145 and the bank balance was \$4,582,328. Deposits are secured by federal deposit insurance to legal limits. The remaining amount is secured by collateral in accordance with Oregon Revised Statutes. The District has not adopted a policy for credit risk beyond those required by ORS Chapter 295.

**Custodial Risk – Deposits**

In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. Oregon laws require governmental deposits to be made in banks to be protected either by depository insurance or the financial institution is required to maintain on deposit with a collateral pool manager securities having a value at least equal to the bank’s maximum liability as defined by Oregon law. When such securities are deposited with the pool manager, covered funds are considered fully collateralized under Oregon law. The collateral is held by a state-sponsored pool manager which is a commercial bank in the name of the pool manager, and is clearly designated as security for the benefit of depositors of public funds. When a loss has occurred in a bank, the State Treasurer shall assess the net amount of public funds against the collateral of all other banks in the state, on a proportionate rate basis. The District has not adopted a policy for custodial credit risk.

**Interest rate risk – Investments**

The District does not have a policy regarding interest rate risk. The District’s investment portfolio consisted of investments in the LGIP, which is an unrated external investment pool.

**Credit risk – Investments**

Oregon Revised Statutes, Chapter 294, authorize the government to invest in obligations of the U.S. Treasury, U.S. Government Agencies, banker’s acceptances guaranteed by an Oregon financial institution, repurchase agreements, State of Oregon Local Government Investment Pool, certain high grade commercial paper, and various interest bearing bonds of Oregon municipalities, among others. The District has not adopted a policy for credit risk beyond those required by ORS Chapter 294.

**Concentration of credit risk – Investments**

The District does not have a policy regarding concentration of credit risk.

**Custodial credit risk – Investments**

For an investment, this is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The LGIP’s collateral requirements are mandated under ORS 295 and are considered to have little or no custodial credit risk exposure. The District has not adopted a policy for custodial credit risk.

**Note 3 – Receivables**

Receivables are comprised of the following as of June 30, 2025:

Property taxes	\$ 888,797
Grants	<u>3,611,768</u>
Total	<u>\$ 4,500,565</u>

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 4 – Capital Assets**

**Primary Government**

Capital assets activity for the year was as follows:

	<u>Balance June 30, 2024</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance June 30, 2025</u>
Capital assets not being depreciated/amortized:				
Land	\$ 6,757,365	\$ 1,266,706	\$ -	\$ 8,024,071
Construction in progress	12,758,810	2,237,086	(12,026,223)	2,969,673
Total capital assets not being depreciated/amortized	<u>19,516,175</u>	<u>3,503,792</u>	<u>(12,026,223)</u>	<u>10,993,744</u>
Capital assets being depreciated/amortized:				
Buildings and improvements	86,194,550	19,181,121	-	105,375,671
Vehicles and equipment	5,839,836	1,105,657	(120,349)	6,825,144
Right-of-use lease asset	683,000	45,777	-	728,777
Total capital asset being depreciated/amortized	<u>92,717,386</u>	<u>20,332,555</u>	<u>(120,349)</u>	<u>112,929,592</u>
Less accumulated depreciation/amortization for:				
Buildings and improvements	(27,023,397)	(2,962,689)	-	(29,986,086)
Vehicles and equipment	(3,544,944)	(521,905)	120,270	(3,946,579)
Right-of-use lease asset	(158,692)	(151,885)	-	(310,577)
Total accumulated depreciation/amortization	<u>(30,727,033)</u>	<u>(3,636,479)</u>	<u>120,270</u>	<u>(34,243,242)</u>
Total capital assets being depreciated/amortized, net	<u>61,990,353</u>	<u>16,696,076</u>	<u>(79)</u>	<u>78,686,350</u>
Total capital assets, net	<u>\$ 81,506,528</u>	<u>\$ 20,199,868</u>	<u>\$(12,026,302)</u>	<u>\$ 89,680,094</u>

Depreciation expense for the year was charged to the following programs:

Instruction	\$ 2,646,010
Administration and financial support services	73,549
Operations and maintenance of plant services	141,666
Pupil transportation	215,701
Total	<u>\$ 3,076,926</u>

The difference between the current year depreciation expense and the addition to accumulated depreciation is related to the accumulated depreciation previously recognized on the assets that were acquired during the EagleRidge merger.

**Note 5 – Interfund Receivables, Payables and Transfers**

Interfund transfers for the year ended June 30, 2025 are as follows:

	<u>Transfers In</u>				<u>Total</u>
	<u>General Fund</u>	<u>Special Programs Fund</u>	<u>Food Service Fund</u>	<u>Capital Project Fund</u>	
<u>Transfers Out</u>					
General Fund	\$ -	\$ 3,010,980	\$13,547	\$ -	\$ 3,024,527
Special Programs Fund	-	201,069	-	-	201,069
Total Transfers	<u>\$ -</u>	<u>\$ 3,212,049</u>	<u>\$13,547</u>	<u>\$ -</u>	<u>\$ 3,225,596</u>

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 5 – Interfund Receivables, Payables and Transfers** *(continued)*

Transfers are used to 1) move revenues from the fund with collection authorization to the debt service fund as debt service principal and interest payments become due, 2) move restricted amounts from borrowings to the debt service fund to establish mandatory reserve accounts, 3) move unrestricted general fund revenues to finance various programs that the government must account for in other funds in accordance with budgetary authorizations, including amounts provided as subsidies or matching funds for various grant programs, and 4) move amounts from various departments to reserve accounts to fund budgeted reserves. In the year ended June 30, 2025, the government made the following one-time transfers:

A transfer of \$13,547 from the General Fund to the Food Service Fund to provide operating funds for the Food Service Fund, as required for the National School Lunch Program State Revenue Matching.

A transfer of \$3,010,980 from the General Fund to the Special Programs Fund to provide for local contribution matches to various grant agreements.

A transfer of \$201,069 from the Special Programs Fund to other Special Programs Fund to provide funds to other programs.

A transfer of \$0 from the Special Programs Fund to the General Fund to provide excess funds for general use.

**Note 6 – Leased Liability and Right-To-Use Asset**

The District entered into an agreement on March 29, 2022 for a 60 month lease as the lessee for use of multiple Canon copy machines. To comply with GASB Statement No. 87, *Leases*, a lease liability was recorded on June 30, 2022 in the amount of \$285,442. A monthly fixed payment of \$5,557 is required. The lease liability has a discount rate of 4.39%. The copier’s estimated useful life is 60 months as of the contract commencement. The District entered into an agreement on May 1, 2024 for a 39 month lease as the lessee for use of a copier. A monthly fixed payment of \$194 is required. The lease liability has a discount rate of 5.53%. The copier’s estimated useful life is 39 months as of the contract commencement. The District entered into an agreement on April 3, 2024 for a 60 month lease as the lessee for use of multiple vehicles. A monthly fixed payment of \$6,431 is required. The lease liability has a discount rate of 5.53%. The vehicles’ estimated useful life is 60 months as of the contract commencement. The District entered into an agreement on October 23, 2024 for a 24 month lease as the lessee for use of a vehicle. A monthly fixed payment of \$990 is required. The lease liability has a discount rate of 5.53%. The vehicles’ estimated useful life is 24 months as of the contract commencement. The District assumed an EagleRidge agreement as part of the July 1, 2024 merger for a 39 month lease as the lessee for use of a copier that was initially entered in April of 2024. A monthly fixed payment of \$752 is required. The lease liability has a discount rate of 6.00%. The vehicles’ estimated useful life is 39 months as of the contract commencement.

The value of the right-to-use assets on June 30, 2025, are as follows. The amounts are included in the capital assets and leases and contracts of the financials.

**Lease Liability**

A summary of changes in lease liability is as follows:

Equipment	July 1, 2024	Additions	Reductions	June 30, 2025
Canon Copiers	\$ 172,451	\$ -	\$ 60,319	\$ 112,132
Pacific Office Copier	6,444	-	1,975	4,469
Fleet Vehicles	314,548	-	59,781	254,767
ER Printer	-	24,216	6,929	17,287
SPED Vehicle	-	21,562	6,741	14,821
<b>Total</b>	<b>\$ 493,443</b>	<b>\$ 45,778</b>	<b>\$ 135,745</b>	<b>\$ 403,476</b>

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 6 – Leased Liability and Right-To-Use Asset** *(Continued)*

Principal and Interest Requirements to Maturity For year ended June 30,	Principal Payments	Interest Payments	Total Payments
2026	\$ 147,323	\$ 19,776	\$ 167,099
2027	130,151	12,352	142,503
2028	71,153	6,968	78,121
2029	54,849	3,033	57,882
<b>Total</b>	<b>\$ 403,476</b>	<b>\$ 42,129</b>	<b>\$ 445,605</b>

**Right-To-Use Asset**

A summary of changes in right-to-use asset is as follows:

	Balance at July 1, 2024	Additions	Reductions	Balance at June 30, 2025
Equipment				
Canon Copiers	\$ 298,882	\$ -	\$ -	\$ 298,882
Pacific Office Copier	6,475	-	-	6,475
Fleet Vehicles	377,643	-	-	377,643
ER Printer	-	24,216	-	24,216
SPED Vehicle	-	21,561	-	21,561
Accumulated Amortization				
Equipment	(158,692)	(151,885)	-	(310,577)
<b>Total Lease Assets, Net</b>	<b>\$ 524,308</b>	<b>\$ (106,108)</b>	<b>\$ -</b>	<b>\$ 418,200</b>

**Note 7 – Pension and Retirement Plans**

**Primary Government  
Defined Contribution Plan  
Plan Description**

The District offers its employees a tax deferred annuity program established pursuant to Section 403(b) of the Internal Revenue Code (the Code).

**Funding Policy**

Contributions are made through salary reductions from participating employees up to the amounts specified in the Code. The District makes a matching contribution to the plan for select qualified employees based on the collective bargaining agreement with Klamath Falls Education Association. The plan assets are not included in the financial statements of the District. During the year ended June 30, 2025, the employees' elected contribution and the District match was \$637,776 to the plan and \$630,177 for the year ended June 30, 2024.

**Defined Benefit Plans**

**Name of the Plan:**

The Oregon Public Employees Retirement System (PERS) consists of a single cost-sharing multiple-employer defined benefit plan.

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Notes to the Financial Statements**  
**June 30, 2025**

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**Note 7 – Pension and Retirement Plans** *(continued)*

**Description of benefit terms:**

**Plan Benefits**

All benefits of the PERS are established by the legislature pursuant to Oregon Revised Statute (ORS) Chapters 238 and 238A.

**A. PERS Pension (Chapter 238)**

The ORS Chapter 238 Defined Benefit Pension Plan is closed to new members hired on or after August 29, 2003.

**1. Pension Benefits**

The PERS retirement allowance is payable monthly for life. It may be selected from 13 retirement benefit options that are actuarially equivalent to the base benefit. These options include survivorship benefits and lump-sum refunds. The basic benefit is based on years of service and final average salary. A percentage (2.0% for police and fire employees, 1.67% for general service employees) is multiplied by the number of years of service and the final average salary. Benefits may also be calculated under either a formula plus annuity (for members who were contributing before August 21, 1981) or a money match computation is a greater benefit results.

A member is considered vested and will be eligible at minimum retirement age for service retirement allowance if he or she has had a contribution in each of five calendar years or has reached at least 50 years of age before ceasing employment with participating employer (age 45 for police and fire member). General service employees may retire after reaching age 55. Police and fire members are eligible after reaching age 50. Tier One general service employee benefits are reduced if retirement occurs prior to age 58 with fewer than 30 years of service. Police and fire member's benefits are reduced if retirement occurs prior to age 55 with fewer than 25 years of service. Tier Two members are eligible for full benefits at age 60.

**2. Death Benefits**

Upon the death of a non-retired member, the beneficiary receives a lump-sum refund of the member's account balance (accumulated contributions and interest). In addition, the beneficiary will receive a lump-sum payment from employer funds equal to the account balance, provided one or more of the following conditions are met:

- Member was employed by a PERS employer at the time of death
- Member died within 120 days after termination of PERS-covered employment,
- Member died as a result of injury sustained while employed in a PERS-covered job, or
- Member was on an official leave of absence from PERS-covered job at the time of death.

**3. Disability Benefits**

A member with 10 or more years of creditable service who becomes disabled from other than duty-connected cause may receive a non-duty disability benefit. A disability resulting from a job-incurred injury or illness qualifies a member (including PERS judge members) for disability benefits regardless of the length of PERS-covered service. Upon qualifying for either a non-duty or duty disability, service time is computed to age 58 (55 for police and fire members) when determining the monthly benefit.

**4. Benefit Changes after Retirement**

Members may choose to continue participation in a variable equities investment account after retiring and may experience annual benefit fluctuations due to changes in the market value of the underlying global equity investments of that account.

Under ORS 238.360 monthly benefits are adjusted annually through cost-of-living changes (COLA). Under current law, the cap on COLA is 2.0 percent.

**B. OPSRP Pension Program (OPSRP DB)**

The ORS Chapter 238A Defined Benefit Pension Program provides benefits to members hired on or after August 29, 2003.

**1. Pension Benefits**

This portion of OPSRP provides a life pension funded by employer contributions. Benefits are calculated with the following formula for members who attain normal retirement age:

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Notes to the Financial Statements**  
**June 30, 2025**

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**Note 7 – Pension and Retirement Plans** *(continued)*

General Service: 1.5% is multiplied by the number of years of service and the final average salary. Normal retirement age for general service members is age 65, or age 58 with 30 years of retirement credit.

A member of the pension program becomes vested on the earliest of the following dates: the date the member completes 600 hours of service in each of the five calendar years, the date the member reaches normal retirement age and, if the pension program is terminated, the date on which termination becomes effective.

**2. Death Benefits**

Upon death of a non-retired member, the spouse or other person who is constitutionally required to be treated in the same manner as the spouse, receives for life 50 percent of the pension that would otherwise have been paid to the deceased member. The surviving spouse or other person may elect to delay payment of the death benefit, but payment must commence no later than December 31 of the calendar year in which the member would have reached 70 ½ years.

**3. Disability Benefits**

A member who has accrued 10 or more years of retirement credits before the member becomes disabled or a member who becomes disabled due to job-related injury shall receive a disability benefit of 45 percent of the member's salary determined as of the last full month of employment before the disability occurred.

**C. OPSRP Individual Account Program (OPSRP IAP)**

The ORS Chapter 238A Defined Benefit Pension Program provides benefits to members hired on or after August 29, 2003. This is a hybrid plan with both a defined benefit and defined contribution (IAP) portion.

**1. Pension Benefits**

An IAP member becomes vested on the date the employee account is established or on the date the rollover account was established. If the employer makes optional employer contributions for a member, the member becomes vested on the earliest of the following dates: the date the member completes 600 hours of service in each of five calendar years, the date the member reaches normal retirement age, the date the IAP is terminated, the date the active member becomes disabled, or the date the active member dies. The accounts fall under Internal Revenue Code Section 401(a).

Upon retirement, a member of the OPSRP Individual Program (IAP) may receive the amounts in his or her employee account, rollover account, and vested employer account as a lump-sum payment or in equal installments over a 5, 10, 15, 20 year period, or an anticipated life span option. Installment amounts vary with market returns as the account remains invested while in distribution. When chosen, the distribution option must result in a \$200 minimum distribution amount, or the frequency of the installments will be adjusted to reach that minimum.

**2. Death Benefits**

Upon death of a non-retired member, the beneficiary receives in a lump sum the member's account balance, rollover account balance, and vested employer optional contribution account balance. If a retired member dies before the installment payments are completed, the beneficiary may receive the remaining installment payments or choose a lump-sum payment.

**3. Recordkeeping**

PERS contracts with VOYA Financial to maintain IAP Participant records. PERS issues a publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to PERS, PO Box 23700, Tigard, OR 97281-3700 or by calling 1-503-598-7377.

**Contributions:**

PERS funding policy provides for monthly employer contributions at actuarially determined rates. These contributions, expressed as a percentage of covered payroll, are intended to accumulate sufficient assets to pay benefits when due. This funding policy applies to the PERS Defined Benefit Plan and the Other Postemployment Benefit Plans. The rates established for member and employer contributions were approved based on the recommendations of the System's third-party actuary.

Employer contribution rates during the period were based on the December 31, 2021 actuarial valuation, which became effective June 30, 2023. Employer contributions for the year ended June 30, 2025 were \$6,635,368, excluding amounts to fund employer specific liabilities.

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Notes to the Financial Statements**  
**June 30, 2025**

**Note 7 – Pension and Retirement Plans** (continued)

The rates in effect for fiscal year ended June 30, 2025 were 28.58% for Tier One/Tier Two General Service Member, 11.58% for OPSRP Pension Program General Services Members and 6% for OPSRP Individual Account Program (paid by the employer).

**Pension Liabilities, Pension Expense, and deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At June 30, 2025, the District reported a liability of \$31,332,538 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2022 rolled forward to June 30, 2024. The District’s portion of the net pension liability was based on the projection of the District’s long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At the June 30, 2024 measurement date, the District’s proportion was 0.16329089 percent, which was a decrease of 0.01730018 percent from its proportion measured as of June 30, 2023.

For the year ended June 30, 2025, the District recognized pension expense of \$543,317. At June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflow of Resources	Deferred Inflow of Resources
Differences between expected and actual experience	\$ 2,253,438	\$ 90,785
Change in assumptions	3,824,417	4,900
Net difference between projected and actual earnings on investments	2,416,517	-
Change in proportion share	150,153	3,691,621
Difference between employer contributions and proportionate share of contributions	2,395,470	1,187,679
Total (prior to post-Measurement Date (MD))	<u>11,039,995</u>	<u>4,974,985</u>
Net Deferred Outflow/(Inflow) of Resources		<u>\$ 6,065,010</u>
Contributions subsequent to the MD	\$ 6,635,368	

The deferred out flows of resources related to pensions resulting from District contributions subsequent to the measurement date is \$6,635,368 and is recognized in pension expense in the year ending June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	Deferrrrred Outflow/(Inflow)
2026	\$ (422,125)
2027	3,638,826
2028	1,731,082
2029	949,489
2030	167,738
Total	<u>\$ 6,065,010</u>

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 7 – Pension and Retirement Plans** *(continued)*

**Actuarial Valuations:**

The employer contributions rates effective July 1, 2023, were set using entry age normal actuarial cost method. For the Tier One/Tier Two component of the PERS Defined Benefit Plan, this method produced an employer contribution rate consisting of (1) an amount for normal cost (the estimated amount necessary to finance benefits earned by the employees during the current service year), (2) an amount for the amortization of unfunded actuarial accrued liabilities, which are being amortized over a fixed period with new unfunded actuarial accrued liabilities being amortized over 20 years.

For the OPSRP Pension Program component of the PERS Defined Benefit Plan, this method produced an employer contribution rate consisting of (a) an amount for normal cost (the estimated amount necessary to finance benefits earned by the employees during the current service year), (b) an actuarially determined amount for funding a disability benefit component, and (c) an amount for the amortization of unfunded actuarial accrued liabilities, which are being amortized over a fixed period with new unfunded actuarial accrued liabilities being amortized over 16 years.

The total pension liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions:

**Actuarial Methods and Assumptions:**

Valuation Date	December 31, 2023
Measurement Date	June 30, 2025
Experience Study Report	2022, published July 24, 2023
Actuarial cost method	Entry Age Normal
Actuarial Assumptions:	
Inflation rate	2.40 percent
Long-Term Investment rate of return	6.90 percent
Discount rate	6.90 percent
Projected salary increases	3.40 percent
Cost of Living Adjustments (COLA)	Blend of 2.00% COLA and graded COLA (1.25%/0.15%) in accordance with <i>Moro</i> decision: blend based on service
Mortality	<p>Healthy retirees and beneficiaries: Pub-2010 Healthy retiree, sex-distinct, generational with Unisex, Social Security Data Scale, with Job category adjustments and set-backs as described in the valuation.</p> <p>Active Members: Pub-2010 Employee, sex-distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation.</p> <p>Disabled retirees: Pub-2010 Disabled retiree, sex-distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation.</p>

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 7 – Pension and Retirement Plans** *(continued)*

**Long-Term Expected Rate of Return**

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in January 2023 the PERS Board reviewed long-term assumptions developed by both Milliman’s capital market assumptions team and the Oregon Investment Council’s (OIC) investments advisors. The table below shows Milliman’s assumptions for each of the asset classes in which the plan was invested at that time based on the OIC long-term target asset allocation. The OIC’s description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

<b>Asset Class</b>	<b>Target Allocation</b>	<b>20-Year Annualized Geometric Mean</b>
Global Equity	27.50%	6.63%
Private Equity	25.50%	8.38%
Core Fixed Income	25.00%	4.61%
Real Estate	12.25%	6.69%
Master Limited Partnership	0.75%	5.62%
Infrastructure	1.50%	6.75%
Hedge Fund of Funds – Multistrategy	1.25%	5.90%
Hedge Fund Equity – Hedge	0.63%	6.01%
Hedge Fund – Macro	5.62%	5.52%
<b>Assumed Inflation – Mean</b>		<b>2.31%</b>

**Depletion Date Projection**

GASB 68 generally requires that a blended discount rate be used to measure the Total Pension Liability (the Actuarial Accrued Liability calculated using the Individual Entry Age Normal Cost Method). The long-term expected return on plan investments may be used to discount liabilities to the extent that the plan’s Fiduciary Net Position is projected to cover benefit payments and administrative expenses. A 20-year high quality (AA/Aa or higher) municipal bond rate must be used for periods where the Fiduciary Net Position is not projected to cover benefit payments and administrative expenses. Determining the discount rate under GASB 68 will often require that the actuary perform complex projections of future benefit payments and pension plan investments. GASB 68 (paragraph 67) does allow for alternative evaluations of projected solvency, if such evaluation can reliably be made. GASB does not contemplate a specific method for making an alternative evaluation of sufficiency; it is left to professional judgment.

The following circumstances justify an alternative evaluation of sufficiency for PERS:

- PERS has a formal written policy to calculate an Actuarially Determined Contribution (ADC), which is articulated in the actuarial valuation report.
- The ADC is based on a closed, layered amortization period, which means that payment of the full ADC each year will bring the plan to a 100% funded position by the end of the amortization period if future experience follows assumption.
- GASB 68 specifies that the projections regarding future solvency assume that plan assets earn the assumed rate return and there are no future changes in the plan provisions or actuarial methods and assumptions, which means that the projections would not reflect any adverse future experience which might impact the plan’s funded position.

Based on these circumstances, it is our independent actuary’s opinion that the detailed depletion date projections outlined in GASB 68 would clearly indicate that the Fiduciary Net Position is always projected to be sufficient to cover benefit payments and administrative expenses.

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 7 – Pension and Retirement Plans (continued)**

**Discount Rate**

The discount rate used to measure the total pension liability was 6.90 percent for the Defined Benefit Pension Plan. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers are made at the contractually required rates, as actuarially determined. Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments for the Defined Benefit Pension Plan was applied to all periods of projected benefit payments to determine the total pension liability.

**Discount Rate Sensitivity**

Sensitivity of the District’s proportionate share of the net pension liability (asset) to changes in the discount rate: The following presents the District’s proportionate share of the pension liability (asset) calculated using the discount rate of 6.90 percent, as well as what the School’s proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percent-point lower (5.90 percent) or 1-percent point higher (7.90 percent) than the current rate.

	1% Decrease 5.90%	Current Discount Rate 6.9%	1% Increase 7.90%
District's proportionate share of the net pension liability (asset)	\$60,004,411	\$38,038,610	\$19,641,235

**Pension Plan Fiduciary Net Position**

Detailed information about the pension plan’s fiduciary net position is available in the separately issued OPERS financial report.

**Changes Subsequent to the Measurement Date**

GASB 67 & GASB 68 require the Total Pension Liability to be determined based on the benefit terms in effect at the Measurement Date. Any changes to benefit terms that occur after the date are reflected in amounts reported for the subsequent Measurement Date. However, Paragraph 80(f) of GASB 68 requires employers to briefly describe any changes between the Measurement Date and the Employer’s reporting date that are expected to have a significant effect on the employer’s share of the collective Net Pension Liability, along with an estimate of the resulting change, if available. The school is not aware of any changes subsequent to the most recent measurement date that would have a significant effect on the net pension liability.

**Assumed Asset Allocation:**

<b>Asset Class</b>	<b>Target Allocation</b>
Cash	0.0%
Debt Securities	25.0
Public Equity	27.5
Private Equity	20.0
Real Estate	12.5
Real Assets	7.5
Diversifying Strategies	7.5
Opportunity *	0.0
<b>Total</b>	<b>100%</b>

\*Opportunity has no strategic target as investments are only pursued on an opportunistic or episodic basis.

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

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**Note 7 – Pension and Retirement Plans** *(continued)*

**Klamath Falls City Schools Early Retirement Defined Benefit Plan**

**Plan Description**

The District maintains a single employer defined benefit early retirement supplemental program for its employees. This program covers all full-time certified, confidential, classified supervisors and administrative personnel of the District. The District does not issue a standalone report for this plan.

These programs have generally been established under separate collective bargaining agreements and provide provisions for early retirement after 10 years regular service and 30 years of participation in Oregon PERS (if under age 58) for certificated personnel; or at least ten consecutive service years with the District immediately preceding retirement and 30 years participation in Oregon PERS (unless age 58) for classified supervisors, confidential and administrative personnel. This optional early retirement program provides the employee with the following:

- For eligible certificated employees a monthly stipend of \$622 is provided until age 62.
- For eligible classified supervisors and confidential employees a monthly stipend of \$350 is provided until age 62.
- For eligible administrators, a monthly stipend of \$875 is provided until age 62.

**Funding Policy**

The benefits from this program are fully paid by the District and, consequently, no contributions by employees are required. There is no obligation on the part of the District to fund these benefits in advance. The District funds the benefits on a pay-as-you-go basis. The early retirement benefits will be paid from General Fund resources.

**Annual Pension Cost and Net Pension Obligation**

The District’s annual pension cost and net pension obligation to the program for the current year were as follows:

Service cost	\$ 49,587
Interest on net pension obligation	<u>23,426</u>
Annual pension cost	73,013
Changes of benefit terms	55,847
Difference between expected and actual experience	105,034
Change of assumptions or other input	(13,835)
Benefit payments	<u>(98,100)</u>
Increase(decrease) in net pension obligation	121,959
Net pension obligation beginning of year	<u>585,102</u>
Net pension obligation end of year	<u><u>\$ 707,061</u></u>

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 7 – Pension and Retirement Plans** (continued)

The District’s annual pension cost, the percentage of annual pension cost contributed to the plan and the net pension obligation for 2025 and the preceding years were as follows:

<u>Fiscal Year Ending</u>	<u>Annual Pension Cost (APC)</u>	<u>Percentage APC Contributed</u>	<u>Net Pension Obligation</u>
June 30, 2016	\$ 236,680	115.5%	\$ 161,742
June 30, 2017	48,764	534.6%	923,635
June 30, 2018	42,090	669.5%	683,934
June 30, 2019	36,740	568.4%	628,858
June 30, 2020	32,529	611.0%	471,901
June 30, 2021	20,846	563.2%	258,696
June 30, 2022	5,593	1834.5%	158,645
June 30, 2023	4,607	2165.8%	605,106
June 30, 2024	72,254	118.0%	585,102
June 30, 2025	73,013	134.4%	707,061

**Funded Status and Funding Progress**

The funded status of the plan as of June 30, 2024 (the date of the most recent actuarial valuation), was as follows:

Actuarial accrued liability (AAL)	\$ 707,061
Actuarial value of plan assets	-
Unfunded actuarial accrued liability (UAAL)	<u>\$ 707,061</u>
Funded Ratio (actuarial value of plan assets/AAL)	0.0%
Covered Payroll (active plan members)	\$24,347,518
UAAL as a percentage of covered payroll	2.90%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about the future employment and mortality trends. Amounts determined regarding the funded status of the plan and the annual required contribution of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to actuarial accrued liabilities for benefits.

**Actuarial Methods and Assumptions**

The District’s initial valuation of the annual required contribution was determined as part of the June 30, 2024, actuarial valuation using the projected unit credit actuarial cost method. Contribution levels are comprised of two components: normal cost and amortization payment. Under this method, the expected accrued benefit for each participant at benefit commencement (reflecting future expected increases in salaries) is allocated in equal proportion over the participant’s years of service from hire to expected retirement. The normal cost is the present value of benefits expected to accrue in the current year. The present value of benefits accrued in as of the valuation date is called the accrued liability. The difference between the accrued liability and the actuarial value of plan assets is called the unfunded accrued liability. The unfunded accrued liability is being amortized as a level percentage of payroll, over an initial period of six years for this program. The actuarial assumptions included (a) 3.75% interest rate for discounting future liabilities, (b) 3.5% overall payroll growth rate, (c) early retirement rates ranging from 0.0% to 100.0%. The UAAL has a remaining amortization period of 5 years.

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

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**Note 8 – Postemployment Health Care and Other Benefits  
Primary Government**

**Oregon Public Employees Retirement Health Insurance Account Defined Benefit Plan  
Plan Description**

As a member of Oregon Public Employees Retirement System (OPERS) the District contributes to the Retirement Health Insurance Account (RHIA) for each of its eligible employees. RHIA is a cost-sharing multiple-employer defined benefit other postemployment benefit plan (OPEB) administered by OPERS. RHIA pays a monthly contribution toward the cost of Medicare

companion health insurance premiums of eligible retirees. Oregon Revised Statute (ORS) 238.420 established this trust fund. Authority to establish and amend the benefit provisions of RHIA reside with the Oregon Legislature. The plan is closed to new entrants after January 1, 2004. The plan currently covers 401 participants. OPERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Oregon Public Employees Retirement System, PO Box 23700, Tigard, OR 97281-3700.

<http://www.oregon.gov/pers/pages/financials/actuarial-financial-information.aspx>

**Benefits Provided**

Because RHIA was created by enabling legislation (ORS 238.420), contribution requirements of the plan members and the participating employers were established and may be amended only by the Oregon Legislature. ORS require that an amount equal to \$60 dollars or the total monthly cost of Medicare companion health insurance premiums coverage, whichever is less, shall be paid from the Retirement Health Insurance Account established by the employer, and any monthly cost in excess of \$60 dollars shall be paid by the eligible retired member in the manner provided in ORS 238.410. To be eligible to receive this monthly payment toward the premium cost the member must: (1) have eight years or more of qualifying service in PERS at the time of retirement or receive a disability allowance as if the member had eight years or more of creditable service in PERS, (2) receive both Medicare Parts A and B coverage, and (3) enroll in a PERS-sponsored health plan. A surviving spouse or dependent of a deceased PERS retiree who was eligible to receive the subsidy is eligible to receive the subsidy if he or she (1) is receiving a retirement benefit or allowance from PERS or (2) was insured at the time the member died and the member retired before May 1, 1991.

**Contributions**

OPERS funding policy provides for employer contributions at actuarially determined rates. These contributions, expressed as a percentage of covered payroll, are intended to accumulate sufficient assets to pay benefits when due. Employer contribution rates for the period were based on the December 31, 2024 actuarial valuation. The rates based on a percentage of payroll, first became effective July 1, 2023. The District's contribution rates for the period were 0.60% for Tier One/Tier Two members, and 0.43% for OPSRP members.

**Annual Pension Cost**

The District's contributions to RHIA for the years ended June 30, 2023, 2024 and 2025 were \$134,709, \$304,562, and \$337,540, which equaled the required contributions each year.

**Klamath Falls City Schools Health Care Defined Benefit Plan  
Plan Description**

The District provides a single-employer defined benefit postemployment health care program for certain employees who have left employment with the District. Benefits to eligible retirees, terminated employees, and their dependents are provided in accordance with various negotiated contracts and the Consolidated Omnibus Budget Reconciliation Act (COBRA). The District does not issue a standalone report for this plan.

These programs have generally been established under separate collective bargaining agreements and provide provisions for medical benefits after 10 to 15 years of regular service for classified supervisors, confidential and administrative personnel and provide benefits generally for 7 years or until the employee reaches age 65. This postemployment health benefit has been sunset ending for new participants as of June 30, 2010. The plan currently covers 29 participants. Employees retiring after June 30, 2021, receive no benefit.

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 8 – Postemployment Health Care and Other Benefits** *(continued)*

The Districts postemployment health care plan was established in accordance with Oregon Revised Statutes (ORS) 243.303. ORS stipulated that for the purpose of establishing health care premiums, the rate must be on all plan members, including both active employees and retirees. The difference between retiree claims costs, which because of the effect of age is generally higher in comparison to all plan members, and the amount of retiree health care premiums represents the District’s implicit employer contribution.

**Funding Policy**

Certain employees are required to pay all or a percentage of the costs of the benefits. For other employees the benefits are fully paid by the District. The District funds its share of the benefits on a pay-as-you-go basis. There is no obligation to fund these benefits in advance. The health care benefits will be paid from General Fund resources.

**Annual Pension Cost and Net Pension Obligation**

The District’s annual Other Postemployment Benefit Obligation (OPEB) cost is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB 73 and 75. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period of 30 years.

The following table shows the components of the District’s annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the District’s OPEB obligation to the plan for the current year.

Service cost	\$ 189,444
Interest	174,577
Changes of benefit terms	487,282
Differences between expected and actual experience	(96,705)
Changes of assumptions or other input	(667,071)
Benefit payments	<u>(459,637)</u>
Increase(decrease) in net OPEB obligation	(372,110)
Net OPEB obligation beginning of year	<u>4,404,798</u>
Net OPEB obligation end of year	<u><u>\$4,032,688</u></u>

The District’s annual OPEB cost, the percentage of annual OPEB cost contributed to the plan and the net OPEB obligation for 2025 and the preceding years were as follows:

<u>Fiscal Year Ending</u>	<u>Annual OPEB Cost (APC)</u>	<u>Percentage APC Contributed</u>	<u>Net OPEB Obligation</u>
June 30, 2016	\$ 1,017,974	72.1%	\$ 2,018,464
June 30, 2017	575,328	211.8%	9,321,164
June 30, 2018	556,161	217.5%	8,667,615
June 30, 2019	551,986	175.7%	6,217,718
June 30, 2020	504,652	173.4%	6,346,199
June 30, 2021	350,624	241.2%	5,323,806
June 30, 2022	319,490	221.8%	4,608,039
June 30, 2023	328,794	162.9%	4,636,779
June 30, 2024	362,060	146.3%	4,404,798
June 30, 2025	364,021	126.3%	4,032,688

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 8 – Postemployment Health Care and Other Benefits** *(continued)*

**Funded Status and Funding Progress**

The funded status of the plan as of July 1, 2024 (the date of the most recent actuarial valuation), was as follows:

Actuarial accrued liability (AAL)	\$ 4,032,688
Actuarial value of plan assets	-
Unfunded actuarial accrued liability (UAAL)	\$ 4,032,688
Funded Ratio (actuarial value of plan assets/AAL)	0.0%
Covered Payroll (active plan members)	\$ 25,052,508
UAAL as a percentage of covered payroll	16.10%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about the future employment, mortality, claim cost, and health care trends. Amounts determined regarding the funded status of the plan and the annual required contribution of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress presented as required supplementary information following the notes to the financial statements presents multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to actuarial accrued liabilities for benefits.

**Actuarial Methods and Assumptions**

The annual required contribution for the current year was determined as part of the July 1, 2024, actuarial valuation using the entry age normal, level percent of salary actuarial cost method. Mortality rates for active employees were based on the Pub-2010 Employee tables for teachers, sex distinct, projected generationally with an adjustment of 125% for males and 100% for females of rates shown. Turnover rates were based on percentages developed under Oregon PERS and vary by years of service. Disability rates were based on the percentages developed for the valuation of benefits under Oregon PERS and vary by employee age. Retirement rates were calculated based on age and years of service with the assumption that 100% of future retirees with district-paid medical benefits and 80% of future retirees will elect medical coverage, and 70% of retirees electing coverage will cover a spouse as well. The projection of benefits for the financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations.

**Sensitivity of the Net Other Postemployment Benefit Liability to Changes in Discount and Trend Rates**

The following presents the other postemployment benefit liability (NOL), calculated using the discount rate, as well as what the liability would be if it was calculated using a discount rate of 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease 4.25%	Current Discount Rate 5.25%	1% Increase 6.25%
Total OPEB Liability	\$4,256,386	\$4,032,688	\$3,811,496

The Following presents the net other postemployment benefit liability (NOL) calculated using the trend rate of 6.00% graded down to 4.50%, as well as what the liability would be if it was calculated using a trend rate 1 percentage point lower (5.00% graded down to 3.50%) or 1 percentage point higher (7.00% graded down to 5.50%) than the current rate:

	1% Decrease 3.00%, Graded up to 5.00%, then back Down to 3.50%	Current Trend Rate 4.00%, Graded up to 6.00%, then back Down to 4.50%	1% Increase 5.00% Graded up to 7.00%, then back Down to 5.50%
Total OPEB Liability	\$3,731,585	\$4,032,688	\$4,369,721

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 9 – Long-Term Liabilities**

Long-term liabilities consist of the following at June 30, 2025 and 2024, respectively:

	<b>2025</b>	<b>2024</b>
Oregon Department of Energy – The District entered into an agreement with Oregon Department of Energy in fiscal year 2012 for a loan agreement of \$400,000 for small scale energy projects. Payments are due monthly installments of \$2,863 including interest at 3.5%. The debt service is paid by Special Programs Fund. Small scale energy projects totaling \$400,000 were acquired with this note.	\$56,752	\$88,515
US Bank National Association - The District passed a General Obligation Bond Levy not to exceed \$36,000,000 in November 2014 and sold the bonds in February 2015. The District entered into an agreement with US Bank National to serve as the registrar and paying agent to the bonds. The first principal payment of 1,320,000 was paid in June 2017. A portion of the bonds were refinanced in November 2021. The refinanced portion was \$18,495,940 through refunding bonds of \$22,205,000 to receive a better rate.	20,395,000	23,475,000
Capital One Public Funding LLC The District applied to Oregon Department of Education in Fiscal year 2014 for Qualified Zone Academy Bond to finance improvements at Modoc Field, including new artificial turf field, a new eight lane track, a new scoreboard, removal of the old visitor grandstand and re-surfacing of the existing tennis courts. Financing was provided by Capital One Public Funding over a 17-year period with one annual principal payment and two annual interest payments.	560,000	650,000
De Lage Landen Public Finance LLC- The District entered into an agreement with US Bank Equipment Finance in fiscal year 2022 for a lease agreement of \$298,882 for the purchase of copiers. Payments are due monthly in monthly installments of \$5,557 including interest at 4.39%. The debt service is paid by the General Fund. Equipment totaling \$298,882, with accumulated depreciation of \$197,478, were acquired with this capital lease.	112,132	172,451
Pacific Office Automation - The District entered into an agreement with Pacific Office Automation in fiscal year 2024 for a lease agreement of \$6,475 for the purchase of a copier. Payments are due monthly in monthly installments of \$194 including interest at 5.53%. The debt service is paid by the General Fund. Equipment totaling \$6,475, with accumulated depreciation of \$332, were acquired with this capital lease.	4,469	6,444
Enterprise - The District entered into an agreement with Enterprise in fiscal year 2024 for a lease agreement of \$377,643 for the purchase of a bus. Payments are due annually in monthly installments of \$6,431 including interest at 5.53%. The debt service is paid by the General Fund. Vehicles valued at \$377,643 with accumulated depreciation of \$18,882, were acquired with this capital lease.	254,767	314,548
Flagstar Public Funding - The District entered into an agreement with Flagstar in fiscal year 2024 for a lease agreement of \$871,396 to acquire 5 buses. The payments are due semi-annually starting in the amount of \$57,306 including interest at 5.53%. The debt service is paid by the Special Program Fund. Buses valued at \$871,396 with accumulated depreciation of \$53,683, were acquired through the capital lease.	768,979	838,184
Pacific Office Automation - The District assumed a five year lease agreement upon the merger of EagleRidge in the amount of \$24,216 for a Cannon Copier. Monthly payments, including interest, of \$752 will be paid following the merger by the District. The lease obligation will be paid by the General Fund for the next three years, at an interest rate of 5.53%. The Right of Use Asset valued at \$24,216, with accumulated depreciation of \$7,399, was used with the lease.	17,287	-
Enterprise - The District entered a two year lease agreement in October 2024 in the amount of \$21,562 for a Subaru Crosstrek. Monthly payments, including interest, of \$990. The lease obligation will be paid by the General Fund for the next two years, at an interest rate of 5.53%. The Right of Use Asset valued at \$21,561, with accumulated depreciation of \$7,187, was used with the lease.	14,821	-
<b>Total</b>	<b>\$ 22,184,207</b>	<b>\$ 25,545,142</b>

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Notes to the Financial Statements**  
**June 30, 2025**

**Note 9 – Long-Term Liabilities** *(continued)*

Long-term liability activity for the year ended June 30, 2025:

	<u>Balance</u> <u>June 30, 2024</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance</u> <u>June 30, 2025</u>	<u>Amounts Due</u> <u>in One Year</u>
Oregon Department of Energy	\$ 88,515	\$ -	\$ (31,763)	\$ 56,752	\$ 32,893
Capital One Public Funding LLC	650,000	-	(90,000)	560,000	90,000
US National Bank	23,475,000	-	(3,080,000)	20,395,000	1,650,000
De Lage Landen Public Finance LLC	172,451	-	(60,319)	112,132	63,087
Pacific Office Automation	6,444	-	(1,975)	4,469	2,085
Enterprise	314,548	-	(59,781)	254,767	63,021
Flagstar Public Funding	838,184	-	(69,205)	768,979	73,085
ER Printer	-	24,216	(6,929)	17,287	8,064
SPED Vehicle	-	21,562	(6,741)	14,821	11,066
Total	<u>\$ 25,545,142</u>	<u>\$ 45,778</u>	<u>\$ (3,406,713)</u>	<u>\$ 22,184,207</u>	<u>\$ 1,993,301</u>

The annual debt services to maturity for long-term liabilities are as follows:

<u>Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 1,993,301	\$ 447,232	\$ 2,440,533
2027	2,051,192	413,088	2,464,280
2028	2,052,663	376,350	2,429,013
2029	2,125,927	337,817	2,463,744
2030	2,160,905	297,237	2,458,142
2031-2035	11,800,219	800,457	12,600,676
Total	<u>\$22,184,207</u>	<u>\$2,672,181</u>	<u>\$24,856,388</u>

**Note 10 – Risk Management**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District carries commercial insurance for all risks of loss, including workers' compensation and employee health and accident insurance. Settled claims resulting from the risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

**Note 11 – Commitments and Contingencies**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the State of Oregon Department of Education. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the District expects such amounts, if any, to be immaterial.

The District is dependent on the State of Oregon for a substantial portion of its operating funds. Due to funding uncertainties at the State level, future funding for school districts may be reduced. The ultimate effect of this possible reduction in funding on the District's future operations is not yet determinable.

**Note 12 – Changes to Net Position**

The adoption of GASB 101 resulted in compensated absences at the beginning of the year being recognized for all previous year activity. The impact of this change is shown on the Statement of Activities for the amount reported.

**Klamath Falls City Schools  
Klamath County, Oregon  
Notes to the Financial Statements  
June 30, 2025**

**Note 13 – Other Required Individual Fund Disclosures**

Generally accepted accounting principles require disclosure of certain information concerning individual funds, including over expenditure of budgeted funds by individual funds. The following were the only identified budget deviations that require disclosure. The circumstances that created the budget violations were construction projects that didn't meet compliance requirements and were therefore moved into the general fund and the staff wages and related expenses were paid with the special program instead.

<u>Fund/ Function</u>	<u>Budgeted Expenditures</u>	<u>Actual Expenditures</u>	<u>Over Expended</u>
General Fund			
Support services	\$ 14,671,042	\$ 14,837,632	\$ 166,590
Enterprise and community service	82,363	85,961	3,598
Debt service: principal	150,000	223,770	73,770
Debt service: interest and other charges	20,826	32,792	11,966
Transfer out	125,754	3,024,527	2,898,773
Special Programs			
Debt service: principal	72,749	102,943	30,194
Debt service: interest and other charges	21,608	48,357	26,749
Food Services			
Support services	-	455	455
Enterprise and community services	2,583,099	2,874,206	291,107
Capital Projects			
Capital outlay	50,000	76,060	26,060
Debt Service			
Debt service: principal	2,670,000	3,080,000	410,000

**Note 14 – Eagle Ridge Merger**

The District merged with Eagle Ridge on July 1, 2024. Eagle Ridge had previously been reported as the component unit of the District. The results of the merger were the District absorbing all of the assets and assumption of all debt of Eagle Ridge at the date of the merger. This resulted in the net gain as shown on the Statement of Activities for \$1,084,487. The most significant factors of the amount determined was the building and other capital assets reduced by the PERS and other liabilities that were related to the operation of Eagle Ridge up to the date of merging.

**Note 15 – Subsequent Events**

The District evaluated subsequent events through February 27, 2026, the date these financial statements were available to be issued. The District didn't consider any events necessary to report.

## **REQUIRED SUPPLEMENTARY INFORMATION**

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual – General Fund**  
**For the year ended June 30, 2025**

	<u>Budgeted Amounts</u>		<u>Actual Amounts, Budgetary Basis</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Property taxes	\$ 7,037,724	\$ 7,037,724	\$ 7,472,333	\$ 434,609
Investment earnings	300,000	300,000	582,228	282,228
Federal sources	35,000	35,000	38,223	3,223
State sources	27,998,659	27,998,659	28,620,079	621,420
Intermediate sources	435,000	435,000	1,139,140	704,140
Other local sources	604,400	604,400	1,257,926	653,526
Total revenues	<u>36,410,783</u>	<u>36,410,783</u>	<u>39,109,929</u>	<u>2,699,146</u>
<b>Expenditures</b>				
Current:				
Instruction	23,445,638	23,445,638	22,534,123	911,515
Support services	14,671,042	14,671,042	14,837,632	(166,590)
Enterprise and community service	82,363	82,363	85,961	(3,598)
Debt Service:				
Principal	150,000	150,000	223,770	(73,770)
Interest and other charges	20,826	20,826	32,792	(11,966)
Operating contingency	2,000,000	2,000,000	-	2,000,000
Total Expenditures	<u>40,369,869</u>	<u>40,369,869</u>	<u>37,714,278</u>	<u>2,655,591</u>
Excess (deficiency) of revenues over expenditures	<u>(3,959,086)</u>	<u>(3,959,086)</u>	<u>1,395,651</u>	<u>5,354,737</u>
<b>Other Financing Sources (Uses)</b>				
Transfers in	50,000	50,000	-	(50,000)
Transfers out	(125,754)	(125,754)	(3,024,527)	(2,898,773)
Total other financing sources and (uses)	<u>(75,754)</u>	<u>(75,754)</u>	<u>(3,024,527)</u>	<u>(2,948,773)</u>
<b>Special Item</b>				
Proceeds from sale capital assets	2,500	2,500	-	(2,500)
Net change in fund balances	(4,032,340)	(4,032,340)	(1,628,876)	2,403,464
Fund balances - beginning	4,032,340	4,032,340	6,090,248	2,057,908
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,461,372</u>	<u>\$ 4,461,372</u>

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual – Special Programs Fund**  
**For the year ended June 30, 2025**

	<u>Budgeted Amounts</u>		<u>Actual Amounts, Budgetary Basis</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Investment earnings	\$ -	\$ -	\$ 1,275	\$ 1,275
Federal sources	17,756,880	17,756,880	7,325,634	(10,431,246)
State sources	6,397,177	6,397,177	10,545,397	4,148,220
Other local sources	631,986	631,986	1,350,618	718,632
Total revenues	<u>24,786,043</u>	<u>24,786,043</u>	<u>19,222,924</u>	<u>(5,563,119)</u>
<b>Expenditures</b>				
Current:				
Instruction	13,798,800	13,798,800	13,455,713	343,087
Support services	6,426,102	6,426,102	5,387,892	1,038,210
Enterprise and community services	355,369	355,369	144,009	211,360
Debt Service:				
Principal	72,749	72,749	102,943	(30,194)
Interest and other charges	21,608	21,608	48,357	(26,749)
Capital Outlay	12,879,486	12,879,486	8,479,468	4,400,018
Total Expenditures	<u>33,554,114</u>	<u>33,554,114</u>	<u>27,618,382</u>	<u>5,935,732</u>
Excess (deficiency) of revenues over expenditures	<u>(8,768,071)</u>	<u>(8,768,071)</u>	<u>(8,395,458)</u>	<u>372,613</u>
<b>Other Financing Sources (Uses)</b>				
Transfers in	285,000	285,000	3,212,049	2,927,049
Transfers out	(279,619)	(279,619)	(201,069)	78,550
Total other financing sources and (uses)	<u>5,381</u>	<u>5,381</u>	<u>3,010,980</u>	<u>3,005,599</u>
Net change in fund balances	(8,762,690)	(8,762,690)	(5,250,775)	3,511,915
Fund balances - beginning	8,762,690	8,762,690	9,048,337	285,647
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,797,562</u>	<u>\$ 3,797,562</u>

**Klamath Falls City Schools  
Klamath County, Oregon  
Required Supplementary Information  
June 30, 2025**

**Schedules of Funding Progress**

**Klamath Falls City Schools Early Retirement Defined Benefit Plan**

<b>Actuarial Valuation Date</b>	<b>Actuarial Value of Assets (a)</b>	<b>Projected Unit Credit Actuarial Accrued Liability (AAL) (b)</b>	<b>Unfunded AAL (UAAL) (b-a)</b>	<b>Funded Ratio (a/b)</b>	<b>Covered Payroll (c)</b>	<b>UAAL as a percentage of Covered Payroll ((b-a)/c)</b>
June 30, 2014	\$ -	\$ 1,294,199	\$ 1,294,199	0.0%	\$ 14,271,506	9.1%
June 30, 2017	-	923,635	923,635	0.0%	12,918,237	7.1%
June 30, 2018	-	683,934	683,934	0.0%	13,305,784	5.1%
June 30, 2019	-	628,858	628,858	0.0%	13,100,744	4.8%
June 30, 2020	-	471,901	471,901	0.0%	13,559,270	3.5%
June 30, 2021	-	258,696	258,696	0.0%	363,088	71.2%
June 30, 2022	-	158,645	158,645	0.0%	375,796	42.2%
June 30, 2023	-	605,106	605,106	0.0%	15,901,413	3.8%
June 30, 2024	-	585,102	585,102	0.0%	16,457,962	3.6%
June 30, 2025	-	707,061	707,061	0.0%	24,347,518	2.9%

**Klamath Falls City Schools Medical Benefit Defined Benefit Plan**

<b>Actuarial Valuation Date</b>	<b>Actuarial Value of Assets (a)</b>	<b>Projected Unit Credit Actuarial Accrued Liability (AAL) (b)</b>	<b>Unfunded AAL (UAAL) (b-a)</b>	<b>Funded Ratio (a/b)</b>	<b>Covered Payroll (c)</b>	<b>UAAL as a percentage of Covered Payroll ((b-a)/c)</b>
June 30, 2017	\$ -	\$ 9,321,164	\$ 9,321,164	0.0%	\$ 13,946,636	66.8%
June 30, 2018	-	8,667,615	8,667,615	0.0%	14,365,035	60.3%
June 30, 2019	-	6,217,718	6,217,718	0.0%	17,398,798	35.7%
June 30, 2020	-	6,346,199	6,346,199	0.0%	18,007,756	35.2%
June 30, 2021	-	5,323,806	5,323,806	0.0%	15,472,475	34.4%
June 30, 2022	-	4,608,039	4,608,039	0.0%	16,014,012	28.8%
June 30, 2023	-	4,636,779	4,636,779	0.0%	18,469,498	25.1%
June 30, 2024	-	4,404,798	4,404,798	0.0%	19,115,930	23.0%
June 30, 2025	-	4,032,688	4,032,688	0.0%	25,052,508	16.1%

**Klamath Falls City Schools  
Klamath County, Oregon  
Required Supplementary Information  
June 30, 2025**

**Schedule of the Districts Proportionate Share of the Net Pension Liability  
Oregon Public Employees Retirement System**

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
District's proportion of the net liability (asset)	0.1806%	0.1825%	0.1825%	0.1955%	0.1926%
District's proportionate share of the net pension liability (asset)	38,038,610	33,825,946	27,943,874	23,388,607	42,024,151
Covered payroll	24,639,057	22,944,714	20,739,111	19,277,824	20,351,676
District's proportionate share as a percentage of covered payroll	154.3834%	147.4237%	134.7400%	121.3239%	206.4899%
	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
District's proportion of the net liability (asset)	0.2090%	0.2234%	0.2365%	0.2640%	0.3113%
District's proportionate share of the net pension liability (asset)	36,150,087	33,840,022	31,875,497	39,639,152	17,870,973
Covered payroll	19,867,810	18,492,130	19,089,578	18,612,603	14,271,506
District's proportionate share as a percentage of covered payroll	181.9531%	182.9969%	166.9785%	212.9694%	125.2214%

**Schedule of District Contributions  
Oregon Public Employees Retirement System**

	<u>2024</u>	<u>2022</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Statutorily required contribution	6,635,368	5,971,719	2,903,460	2,513,953	8,695,313
Contributions in relation to the statutorily required contribution	6,635,368	5,971,719	2,903,460	2,513,953	8,695,313
Annual contribuion deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Statutorily required contribution	5,487,118	4,334,327	\$ 4,048,822	\$ 3,464,477	\$ 3,406,810
Contributions in relation to the statutorily required contribution	5,487,118	4,334,327	4,048,822	3,464,477	3,406,810
Annual contribuion deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -

## **OTHER SUPPLEMENTARY SCHEDULES**

**Klamath Falls City Schools  
Klamath County, Oregon  
Balance Sheet  
Other Governmental Funds  
June 30, 2025**

	<u>Food Service</u>	<u>Capital Project Fund</u>	<u>Debt Service Fund</u>	<u>Total Governmental Funds</u>
<b>Assets</b>				
Cash and equivalents	\$ (657,457)	\$ (92,452)	\$ 254,787	\$ (495,122)
Taxes receivable	-	-	280,053	280,053
Receivable from other governments	92,281	-	-	92,281
Other receivables	1,146	-	-	1,146
Inventories	98,772	-	-	98,772
Total assets	<u>(465,258)</u>	<u>(92,452)</u>	<u>534,840</u>	<u>(22,870)</u>
<b>Liabilities Deferred Inflows and Fund Balances</b>				
Liabilities:				
Accounts payable	2,243	-	-	2,243
Total liabilities	<u>2,243</u>	<u>-</u>	<u>-</u>	<u>2,243</u>
Unavailable revenue - property taxes	-	-	232,260	232,260
Fund balances:				
Restricted	(467,501)	(92,452)	302,580	(257,373)
Total fund balances	<u>(467,501)</u>	<u>(92,452)</u>	<u>302,580</u>	<u>(257,373)</u>
Total liabilities, deferred inflows and fund balances	<u>\$ (465,258)</u>	<u>\$ (92,452)</u>	<u>\$ 534,840</u>	<u>\$ (22,870)</u>

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Statement of Revenue, Expenditures and Changes in Fund Balance**  
**Other Governmental Funds**  
**For the year ended June 30, 2025**

	<u>Food Service</u>	<u>Capital Project Fund</u>	<u>Debt Service Fund</u>	<u>Total Government al Funds</u>
<b>Revenues</b>				
Property taxes	\$ -	\$ -	\$3,494,918	\$ 3,494,918
Investment earnings	-	4,340	-	4,340
Federal sources	2,215,719	-	-	2,215,719
State sources	105	-	-	105
Other local sources	99,338	-	-	99,338
Total revenues	<u>2,315,162</u>	<u>4,340</u>	<u>3,494,918</u>	<u>5,814,420</u>
<b>Expenditures</b>				
Current:				
Support services	455	-	-	455
Enterprise and community services	2,874,206	-	-	2,874,206
Debt Service:				
Principal	-	-	3,080,000	3,080,000
Interest and other charges	-	-	515,202	515,202
Capital Outlay				
Facilities acquisition and construction	-	76,060	-	76,060
Total Expenditures	<u>2,874,661</u>	<u>76,060</u>	<u>3,595,202</u>	<u>6,545,923</u>
Excess (deficiency) of revenues over expenditures	<u>(559,499)</u>	<u>(71,720)</u>	<u>(100,284)</u>	<u>(731,503)</u>
<b>Other Financing Sources (Uses)</b>				
Transfers in	13,547	-	-	13,547
Total other financing sources and (uses)	<u>13,547</u>	<u>-</u>	<u>-</u>	<u>13,547</u>
Net change in fund balances	(545,952)	(71,720)	(100,284)	(717,956)
Fund balances - beginning	78,451	(20,732)	638,811	460,583
Fund balances - ending	<u>\$ (467,501)</u>	<u>\$ (92,452)</u>	<u>\$ 302,580</u>	<u>\$ (257,373)</u>

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual – Food Service Fund**  
**For the year ended June 30, 2025**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts,</u> <u>Budgetary</u> <u>Basis</u>	<u>Final Budget -</u> <u>Positive</u> <u>(Negative)</u>
<b>Revenues</b>				
Federal sources	\$ 1,974,449	\$ 1,974,449	\$ 2,215,719	\$ 241,270
State sources	10,000	10,000	105	(9,895)
Other local sources	83,650	83,650	99,338	15,688
Total revenues	<u>2,068,099</u>	<u>2,068,099</u>	<u>2,315,162</u>	<u>247,063</u>
<b>Expenditures</b>				
Current:				
Support services	-	-	455	(455)
Enterprise and community services	<u>2,583,099</u>	<u>2,583,099</u>	<u>2,874,206</u>	<u>(291,107)</u>
Total Expenditures	<u>2,583,099</u>	<u>2,583,099</u>	<u>2,874,661</u>	<u>(291,562)</u>
(Deficiency) of revenues over expenditures	<u>(515,000)</u>	<u>(515,000)</u>	<u>(559,499)</u>	<u>(44,499)</u>
<b>Other Financing Sources (Uses)</b>				
Transfers in	<u>15,000</u>	<u>15,000</u>	<u>13,547</u>	<u>(1,453)</u>
Total other financing sources and (uses)	<u>15,000</u>	<u>15,000</u>	<u>13,547</u>	<u>(1,453)</u>
Net change in fund balances	(500,000)	(500,000)	(545,952)	(45,952)
Fund balances - beginning	<u>500,000</u>	<u>500,000</u>	<u>78,451</u>	<u>(421,549)</u>
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (467,501)</u>	<u>\$ (467,501)</u>

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual – Debt Service Fund**  
**For the year ended June 30, 2025**

	<u>Budgeted Amounts</u>		<u>Actual Amounts, Budgetary Basis</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Property Taxes	\$ 3,123,571	\$ 3,123,571	\$ 3,494,918	\$ 371,347
Total revenues	<u>3,123,571</u>	<u>3,123,571</u>	<u>3,494,918</u>	<u>371,347</u>
<b>Expenditures</b>				
Debt Service:				
Principal	2,670,000	2,670,000	3,080,000	(410,000)
Interest and other charges	<u>753,571</u>	<u>753,571</u>	<u>515,202</u>	<u>238,369</u>
Total Expenditures	<u>3,423,571</u>	<u>3,423,571</u>	<u>3,595,202</u>	<u>(171,631)</u>
(Deficiency) of revenues over expenditures	<u>(300,000)</u>	<u>(300,000)</u>	<u>(100,284)</u>	<u>199,716</u>
Net change in fund balances	(300,000)	(300,000)	(100,284)	199,716
Fund balances - beginning	<u>300,000</u>	<u>300,000</u>	<u>638,811</u>	<u>338,811</u>
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 538,527</u>	<u>\$ 538,527</u>

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual – Capital Projects Fund**  
**For the year ended June 30, 2025**

	<u>Budgeted Amounts</u>		<u>Actual Amounts, Budgetary Basis</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Investment earnings	\$ -	\$ -	\$ 4,340	\$ 4,340
Total revenues	<u>-</u>	<u>-</u>	<u>4,340</u>	<u>4,340</u>
<b>Expenditures</b>				
Facilities acquisition and construction	4,000	4,000	-	4,000
Capital Outlay	<u>50,000</u>	<u>50,000</u>	<u>76,060</u>	<u>(26,060)</u>
Total Expenditures	<u>54,000</u>	<u>54,000</u>	<u>76,060</u>	<u>(22,060)</u>
(Deficiency) of revenues over expenditures	<u>(54,000)</u>	<u>(54,000)</u>	<u>(71,720)</u>	<u>(17,720)</u>
Net change in fund balances	(54,000)	(54,000)	(71,720)	(17,720)
Fund balances - beginning	<u>54,000</u>	<u>54,000</u>	<u>(20,732)</u>	<u>(74,732)</u>
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (92,452)</u>	<u>\$ (92,452)</u>

SUPPLEMENTAL INFORMATION, 2024-2025

School District Business Managers and Auditors:

This page is a required part of your annual audited financial statements. Please make sure it is included.

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Parts A is needed for computing Oregon’s full allocation for ESEA, Title I & other Federal Funds for Education.

A. Energy Bill for Heating - **All Funds:**

Please enter your expenditures for electricity & heating fuel for these Functions & Objects.

	Objects 325 & 326
Function 2540	\$672,772
Function 2550	\$-

B. Replacement of Equipment – **General Fund:**

Include all General Fund expenditures in object 542, except for the following exclusions:

Exclude these functions:

- 1113, 1122 & 1132 Co-curricular Activities
- 1140 Pre-Kindergarten
- 1300 Continuing Education
- 1400 Summer School

Exclude these functions:

- 4150 Construction
- 2550 Pupil Transportation
- 3100 Food Service
- 3300 Community Services

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**GOVERNMENT AUDITING STANDARDS SECTION**



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**Report on Internal Control over Financial Reporting and on Compliance  
and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with *Government Auditing Standards***

**Independent Auditor's Report**

Directors and Superintendent  
Klamath Falls City Schools  
Klamath Falls, Oregon

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Klamath Falls City Schools as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise Klamath Falls City Schools' basic financial statements, and have issued our report thereon dated February 27, 2026.

***Report on Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered Klamath Falls City Schools' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Klamath Falls City Schools' internal control. Accordingly, we do not express an opinion on the effectiveness of Klamath Falls City Schools' internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Klamath Falls City Schools' financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether Klamath Falls City Schools' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on



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compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, and which are described in the accompanying schedule of findings and questioned costs as item 2025-01.

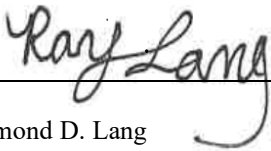
**Klamath Falls City Schools’ Response to Findings**

*Government Auditing Standards* requires the auditor to perform limited procedures on Klamath Falls City Schools’ response to the findings identified in our audit and described in the schedule of findings and questioned costs. Klamath Falls City Schools’ response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Klamath Falls City Schools’ internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Klamath Falls City Schools’ internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Molatore & CO. LLP



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Raymond D. Lang  
Klamath Falls, Oregon

February 27, 2026



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**Report on Compliance for Each Major Program and  
Report on Internal Control over Compliance in  
Accordance with the Uniform Guidance**

**Independent Auditor's Report**

Directors and Superintendent  
Klamath Falls City Schools  
Klamath Falls, Oregon

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited Klamath Falls City Schools', (the District), compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2025. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our Responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.



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### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### ***Report on Internal Control Over Compliance***

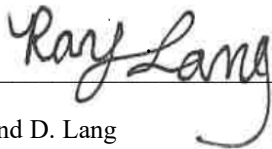
*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Molatore & Co. LLP



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Raymond D. Lang  
Klamath Falls, Oregon  
February 27, 2026

**Klamath Falls City Schools  
Klamath County, Oregon  
Schedule of Findings and Questioned Costs  
Year Ended June 30, 2025**

**Section I: Summary of Auditor’s Results**  
**Financial Statements**

Type of auditor’s report issued: Unmodified

Internal control over financial reporting:

Are any material weaknesses identified?	___ Yes	✓ No
Are any significant deficiencies identified not considered to be material weaknesses?	___ Yes	✓ None Reported
Is any noncompliance material to financial statements noted?	✓ Yes	___ No

**Federal Awards**

Type of auditor’s report issued on compliance for major programs: Unmodified

Internal control over major programs:

Are any material weaknesses identified?	___ Yes	✓ No
Are any significant deficiencies identified not considered to be material weaknesses?	___ Yes	✓ None Reported
Are any audit findings disclosed that are required to be reported in accordance with Uniform Guidance	___ Yes	✓ No

Identification of major programs:

CFDA Number(s)                      and Name of Federal Program or Cluster

10.553/10.555 Child Nutrition Cluster
84.010 Title I – Grants to Local Education Agencies
84.424 Student Support and Academic Enrichment

Enter the dollar threshold used to distinguish between Type A and Type B programs:	\$750,000
Is the auditee qualified as a low-risk auditee?	<input type="checkbox"/> Yes                      ✓ No

**Section II: Financial Statement Findings**

Find 2025-01:

Criteria: ORS 279, requires municipal governments to perform procurement procedures according to the level of spending on purchase and service agreements.

Condition and Context: For the year ended June 30, 2025, the District failed to perform the necessary bidding and proposal requests prior to awarding contracts or purchasing products. The largest agreement that was awarded during the year was for HVAC construction at 4 school locations, but no specific amount was included in the master agreement, but is likely to result in costs between \$7,000,000 and \$9,000,000.

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Schedule of Findings and Questioned Costs**  
**Year Ended June 30, 2025**

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Cause: The District's management relied on individuals to perform procurement procedures when necessary without any formal training on the requirements of ORS 279.

Effect or Potential Effect: The amount spent without going through the proper procurement procedures could open the District up to claims about failure to provide a fair opportunity to vendors who would have submitted a proposal.

Recommendation: The District should require any purchase orders in excess of procurement thresholds to be submitted with documentation to show procurement procedures were performed prior to the approval.

Responsible Official's Response: Management of the District reclassified the expenditures of the HVAC project to be paid through the general funds of the District. This limited the funds from being noncompliant with federal funding requirements. The District plans to improve the procurement procedures.

**Section III: Federal Awards Findings**

No findings in the current year.

**Section IV: Prior Year Audit Findings**

The prior year finding 2024-01 has not been resolved and is being reported as finding 2025-01.

**Klamath Falls City Schools  
Klamath County, Oregon  
Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2025**

Federal Grantor/Pass Through Grantor/ Program Title	Grant Fund	Assistance Listing Number	Grant Period	Original Program or grant amount	Receivable/ (Deferred Revenue) June 30, 2024	Cash Received	Expenditures	Receivable/ (Deferred Revenue) June 30, 2025
<b>U.S. DEPARTMENT OF EDUCATION</b>								
<b>Direct Federal Grants:</b>								
Indian Education - Grants to Local Education Agencies		84.060A	07/01/2024-06/30/2025	54,416	-	41,292	54,416	13,124
			07/01/2023-06/30/2024	51,368	7,247	7,247	-	-
			Total	105,784	7,247	48,539	54,416	13,124
<b>Passed through Douglas Education Service District:</b>								
Special Education Cluster from Douglas Education								
Special Education - Grants to States	11112A10	84.027	07/01/2023-06/30/2025	-	49,272	197,919	198,196	49,549
			Total	-	49,272	197,919	198,196	49,549
Special Education - Preschool Grants	11112A10	84.173	07/01/2023-06/30/2025	-	9,777	43,574	45,063	11,266
			Total	-	9,777	43,574	45,063	11,266
Special Education - Grants for Infants and Families	11112A7	84.181	07/01/2023-06/30/2025	-	-	92,822	123,763	30,941
	11112A10		07/01/2023-06/30/2025	-	33,513	33,513	-	-
			Total	-	33,513	126,335	123,763	30,941
Total Special Education Cluster from Douglas Education				-	59,049	241,493	243,259	60,815
Governor's Emergency Education Relief Fund	11112A10	84.425C	07/01/2023-06/30/2024	40,000	5,000	5,000	-	-
			Total	40,000	5,000	5,000	-	-
<b>Passed through Oregon State Department of Education:</b>								
Title I - Grants to Local Educational Agencies (*)	82080	84.010	07/01/2023-09/30/2024	99,251	-	35,751	40,448	4,697
	82191		07/01/2024-09/30/2025	1,972,992	-	1,241,907	1,564,952	323,045
	76923		07/01/2023-09/30/2024	75,926	8,699	35,869	27,170	-
	76507		07/01/2023-09/30/2024	2,000,959	316,444	911,117	594,673	-
			Total	4,149,128	325,143	2,224,644	2,227,243	327,742
Title I - Program for Neglected and Delinquent Children	35380	84.013	07/01/2023-06/30/2025	62,487	15,622	71,695	56,073	-
			Total	62,487	15,622	71,695	56,073	-
Special Education - Grants to States	35380	84.027	07/01/2023-06/30/2025	16,460	4,115	12,002	7,887	-
	74054		07/01/2024-09/30/2025	616,891	52,311	190,690	188,750	50,371
	83459		07/01/2023-06/30/2025	657,394	-	587,768	654,850	67,082
			Total	1,290,745	56,426	790,460	851,487	117,453
Special Education - Preschool Grants	83648	84.173	07/01/2024-09/30/2026	5,136	-	3,239	3,239	-
	77809		07/14/2023-09/30/2025	5,735	-	5,735	5,735	-
			Total	10,871	-	8,974	8,974	-
Total Special Education from Oregon Department of Education				1,301,616	56,426	799,434	860,461	117,453
Total Special Education from All Sources				1,301,616	115,475	1,040,927	1,103,720	178,268
21st Century Community Learning Centers	75199	84.287	07/01/2024-09/30/2026	500,000	-	268,723	350,315	81,592
	77611		07/01/2023-09/30/2024	500,000	74,114	216,688	142,574	-
			Total	1,000,000	74,114	485,411	492,889	81,592
Rural Education	82091	84.358	07/01/2024-09/30/2025	1,003,612	36	47,640	64,928	17,324
	76937		07/01/2023-09/30/2024	72,987	37,304	50,045	12,741	-
			Total	1,076,599	37,340	97,685	77,669	17,324
English Language Acquisition Grants	58480	84.365	07/01/2024-09/30/2025	21,127	-	1,020	1,020	-
	67141		07/01/2021-06/30/2024	20,080	3,425	18,149	14,724	-
	73100		07/01/2022-09/30/2024	17,948	5,404	15,601	10,197	-
			Total	59,155	8,829	34,770	25,941	-
Supporting Effective Instruction State Grants	76704	84.367	07/01/2023-09/30/2024	211,852	5,263	142,892	137,629	-
	82454		07/01/2024-09/30/2025	190,405	-	18,122	22,222	4,100
			Total	402,257	5,263	161,014	159,851	4,100

# Klamath Falls City Schools Klamath County, Oregon Schedule of Expenditures of Federal Awards Year Ended June 30, 2025

Federal Grantor/Pass Through Grantor/ Program Title	Grant Fund	Assistance Listing Number	Grant Period	Original Program or grant amount	Receivable/ (Deferred Revenue) June 30, 2024	Cash Received	Expenditures	Receivable/ (Deferred Revenue) June 30, 2025
<b>U.S. DEPARTMENT OF EDUCATION</b>								
<b>Passed through Oregon State Department of Education:</b>								
Student Support and Academic Enrichment (*)	77128	84.424	07/01/2023-09/30/2024	117,430	17,353	80,181	62,828	-
	81227		05/20/2024-09/30/2026	500,242	623	122,111	155,524	34,036
	72739		07/01/2022-09/30/2024 (ext)	203,015	7,699	7,699	-	-
	72936		07/01/2023-09/30/2024 (ext)	134,578	-	65,440	103,489	38,049
			Total	955,265	25,675	275,431	321,841	72,085
American Rescue Plan - Elementary & Secondary School Emergency Relief Fund	80408	84.425U	02/15/2024-09/30/2024	35,000	-	35,000	35,000	-
	75913		06/01/2022-09/30/2024	90,000	46,028	46,028	-	-
	74713		05/01/2022-09/30/2024	303,175	-	198,395	198,395	-
	64915		07/01/2023-09/30/2024	12,813,688	3,263,979	7,247,842	3,983,863	-
			Total	13,241,863	3,310,007	7,527,265	4,217,258	-
Foster Care Transportation Grant	81321	93.658	07/01/2021-12/31/2024	38,223	-	38,223	38,223	-
			Total	38,223	-	38,223	38,223	-
Total Education Stabilization Fund from All Sources			Total	13,280,086	3,310,007	7,565,488	4,255,481	-
<b>Total U.S. Department of Education</b>				<b>22,432,377</b>	<b>3,963,228</b>	<b>12,136,939</b>	<b>8,898,887</b>	<b>725,176</b>
<b>U.S. DEPARTMENT OF AGRICULTURE</b>								
<b>Passed Through Oregon Department of Education:</b>								
Child Nutrition Cluster (*)								
School Breakfast Program		10.553	07/01/2023-06/30/2024	-	28,744	28,744	-	-
			07/01/2024-06/30/2025	-	-	666,205	698,601	32,396
			Total	-	28,744	694,949	698,601	32,396
National School Lunch Program		10.555	07/01/2023-06/30/2024	-	50,586	50,586	-	-
			07/01/2024-06/30/2025	-	-	1,187,142	1,242,988	55,846
	Supply Chain Assistance		07/01/2024-06/30/2025	-	-	65,654	65,654	-
	Commodity		07/01/2024-06/30/2025	-	-	114,795	114,795	-
			Total	-	50,586	1,418,177	1,423,437	55,846
Total Child Nutrition Cluster (*)			Total	-	79,330	2,113,126	2,122,038	88,242
Child and Adult Care Food Program		10.558	07/01/2023-12/31/2024	-	4,244	92,229	92,024	4,039
			07/01/2024-06/30/2025	-	-	6,116	6,116	-
			Total	-	4,244	98,345	98,140	4,039
<b>Total U.S. Department of Agriculture</b>				<b>-</b>	<b>83,574</b>	<b>2,211,471</b>	<b>2,220,178</b>	<b>92,281</b>
<b>TOTALS</b>				<b>22,432,377</b>	<b>4,046,802</b>	<b>14,348,410</b>	<b>11,119,065</b>	<b>817,457</b>
<b>RECONCILIATION TO REVENUE:</b>					14,348,410			
Cash Receipts per Schedule Above					(4,046,802)			
Grants Receivable/Deferred Revenue Beginning of Year					817,457			
Grants Receivable/Deferred Revenue End of Year					-			
<b>Federal Revenue Recognized</b>					<b>11,119,065</b>			

\*major program

**Klamath Falls City Schools**  
**Klamath County, Oregon**  
**Notes to the Schedule of Expenditures of Federal Awards**  
**Year Ended June 30, 2025**

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**Note 1 Summary of Significant Accounting Policies**

**Basis of Presentation**

The Schedule of Expenditures of Federal Awards is presented on the modified accrual basis of accounting. The information in the schedule is presented in accordance with the requirements of the Uniform Guidance; therefore, some amounts presented in the schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

**Indirect Cost Rate**

The District does not use the 10% de minimis indirect cost rate as allowed by the Uniform Guidance.

**Federal Financial Assistance**

Pursuant to Uniform Guidance, federal financial assistance is defined as assistance provided by a federal agency, either directly or indirectly, in the form of grants, contracts, cooperative agreements, loans, loan guarantees, property, interest subsidies, insurance or direct appropriations. Accordingly, non-monetary federal assistance, including federal surplus property, is included in federal financial assistance and, therefore, is reported on the schedule of expenditures of federal awards, if applicable. Federal financial assistance does not include direct federal cash assistance to individuals. Solicited contracts between the state and federal government for which the federal government procures tangible goods or services are not considered to be federal financial assistance.

**Major Programs**

Uniform Guidance establishes criteria to be used in defining major federal financial assistance programs. Major programs for the District are those programs selected for testing by the auditor using a risk-assessment model, as well as certain minimum expenditure requirements, as outlined in Uniform Guidance. Programs with similar requirements may be grouped into a cluster for testing purposes.

**Reporting Entity**

The reporting entity is fully described in notes to the financial statements. The Schedule includes all federal programs administered by the District for the year ended June 30, 2025.

## **AUDIT COMMENTS SECTION**



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**Report on Internal Control over Financial Reporting and  
on Compliance Based on an Audit of financial Statements  
Performed in Accordance with *Oregon Minimum Standards***

**Independent Auditors' Report**

Directors and Superintendent  
Klamath Falls City Schools  
Klamath Falls, Oregon

We have audited the basic financial statements of the Klamath Falls City Schools, Klamath County, Oregon (the District) as of and for the year ended June 30, 2025, and have issued our report thereon dated February 27, 2026. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards.

**Compliance**

As part of obtaining reasonable assurance about whether the District's basic financial statements are free of material misstatements, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants including provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules OAR 162-10-0000 to 162-10-0330 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the determination of basic financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly we do not express such an opinion.

We performed procedures to the extent we considered necessary to address the required comments and disclosures which included, but were not limited to the following:

- The accounting records and related internal control structure.
- The use of various depositories to secure the deposit of public funds.
- The requirements relating to debt.
- The requirements relating to the preparation and adoption of the annual budget for fiscal year 2025 and the preparation and adoption of the annual budget for fiscal year 2025, but the budget was deficient as described in Note 13 which details overspent budget items.
- The requirements relating to insurance and fidelity bond coverage.
- The appropriate laws, rules and regulations pertaining to programs funded wholly or partially by other government agencies.
- The requirements pertaining to the investment of public funds.
- The requirements pertaining to the awarding of public contracts and the construction of public improvements.
- The requirements pertaining to the district's calculation and reporting of the factors used to compute the State School Fund distribution.

In connection with our testing nothing came to our attention that caused us to believe the District was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-1000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations.



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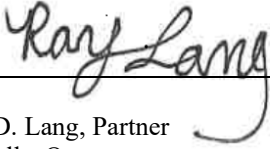
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**OAR 162-10-0230 Internal Control**

In planning and performing our audit, we considered the internal controls over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the internal controls over financial reporting.

This report is intended solely for the information and use of the District's management, Board of Directors, and the State of Oregon, Secretary of State, Audits Division and is not intended to be and should not be used by anyone other than those specified parties.

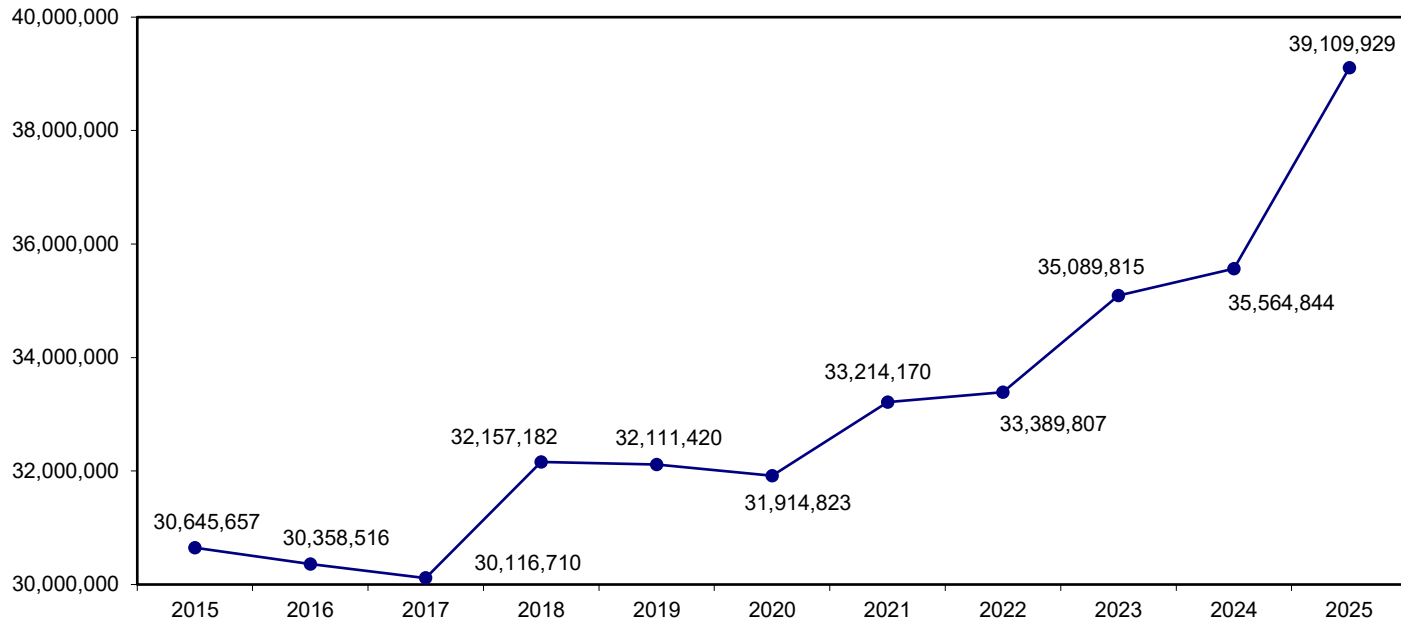
Molatore & Co. LLP



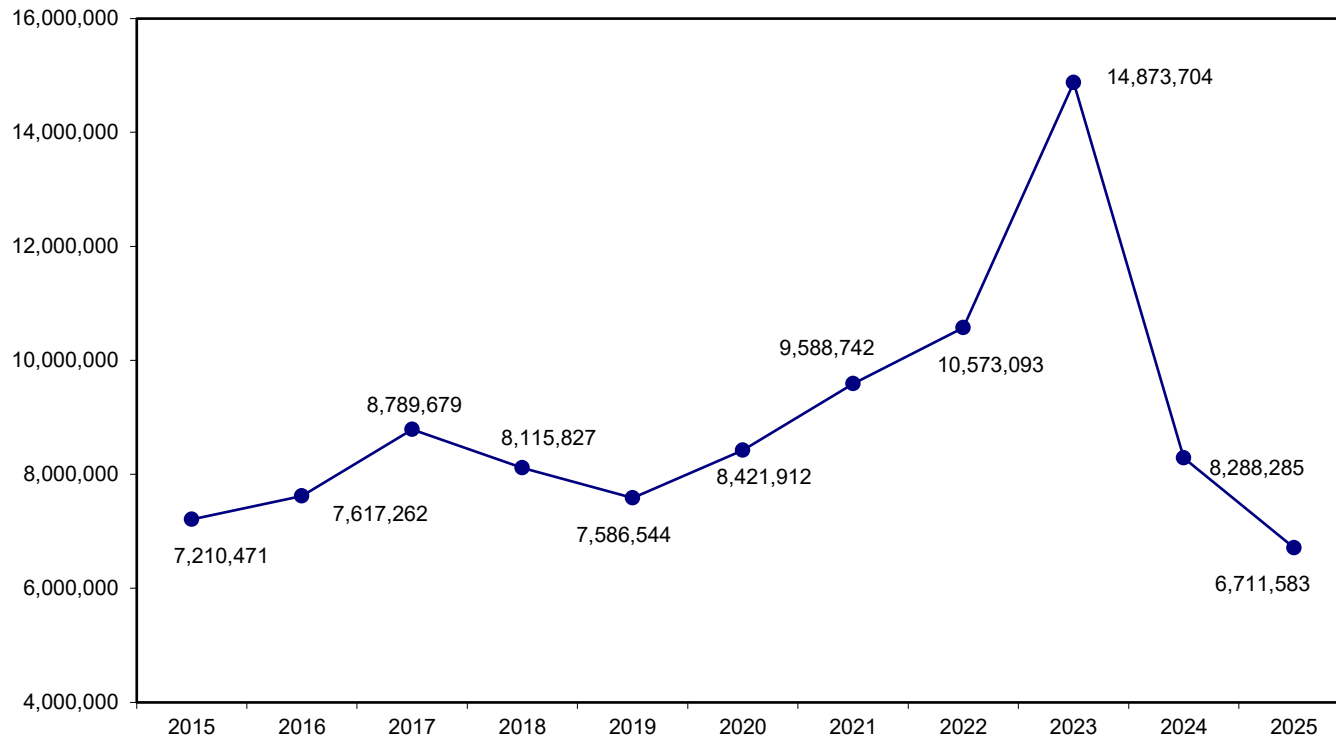
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Raymond D. Lang, Partner  
Klamath Falls, Oregon  
February 27, 2026

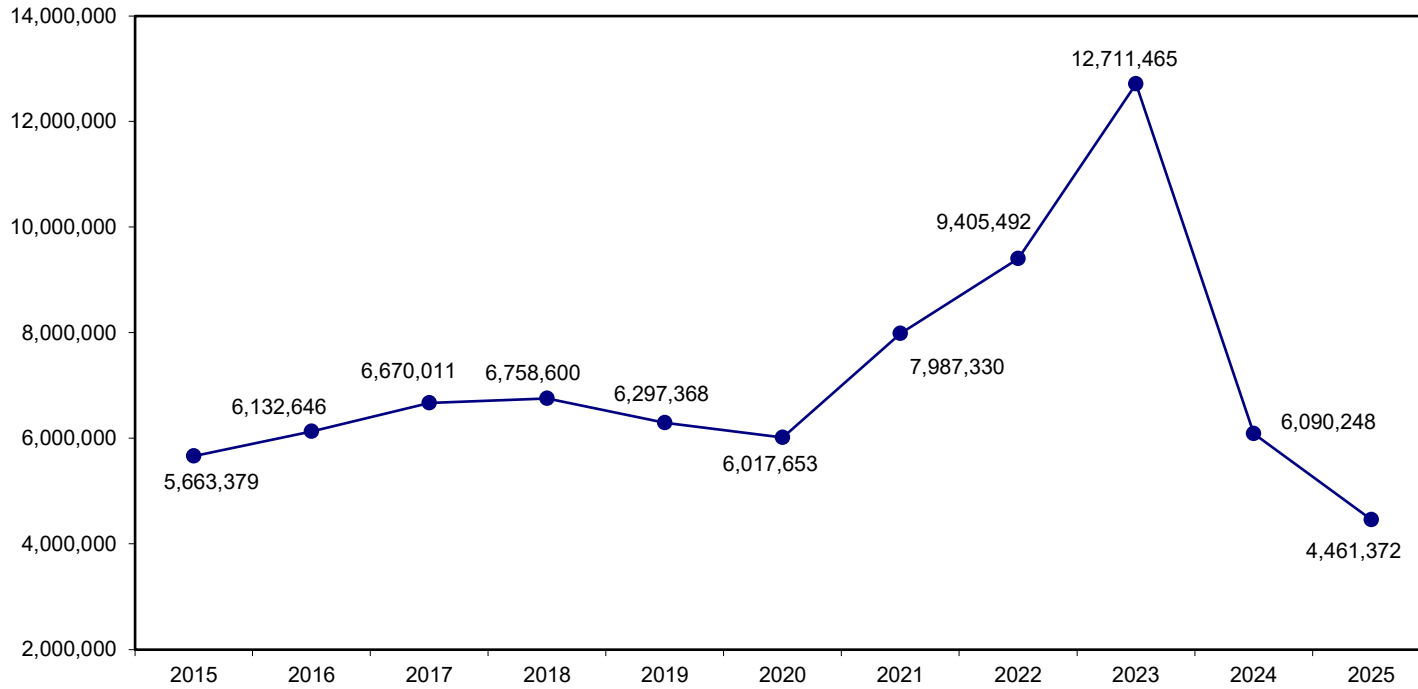
**KLAMATH FALLS CITY SCHOOLS  
TEN-YEAR COMPARISON: GENERAL FUND REVENUE**



**KLAMATH FALLS CITY SCHOOLS  
TEN-YEAR COMPARISON: GENERAL FUND CASH AND INVESTMENTS**



**KLAMATH FALLS CITY SCHOOLS  
TEN-YEAR COMPARISON: GENERAL FUND ENDING FUND BALANCE**







**Eagle Ridge: 85**



**KLC: 150**



**KHLA: 60**

# How We Support Students

- **Small school, strong relationships**
- **Support based on student need**
- **Focused on attendance, grades, and success**

# Tier 1: Support for All Students

**Build Your Successful Future At**



**COMMUNICATION**

- Oral & Written
- Effectively Communicate

**COLLABORATION**

- Contribution
- Teamwork

**REFLECTIVE LEARNING**

- Deepen Knowledge
- Set Up Goals

**CRITICAL THINKING**

- Reason
- Problem Solving
- Create New Ideas

**COMMUNITY MINDED**

- Make a Difference
- Community Involvement

- **Personalized learning (Exact Path)**
- **Support to stay on track or catch up (Tutorial/Study Hall)**
- **Focus on student ownership and real-world skill development**

# Tier 2: Extra Support for Some Students

- Identified through data
- Small group support (Math Lab)
- After-school help with teachers
- Additional support from college tutor (OIT)

# **Tier 3: Intensive Support for Students**

- **Daily one-on-one support with designated support staff**
- **Focus on goals, grades, and attendance**
- **Ongoing communication with families**
- **Addressing barriers and building strong relationships**

# Our Approach to Student Success

- **Every student is known and supported**
- **Support is proactive, not reactive**
- **We meet students where they are and support their growth**
- **Relationships drive student success**



**100 General fund | Revenue & Expense Summary**  
**Fiscal Year 2025 - 2026**  
**For the Period Ending March 31, 2026**

	Period 1 Actual Jul '25	Period 2 Actual Aug '25	Period 3 Actual Sept '25	Period 4 Actual Oct '25	Period 5 Actual Nov '25	Period 6 Actual Dec '25	Period 7 Actual Jan '26	Period 8 Actual Feb '26	Period 9 Actual Mar '26	Period 10 Projected Apr '26	Period 11 Projected May '26	Period 12 Projected Jun '26	Projected 2025-26 Totals	Adopted 2025-26 BUDGET
<b>REVENUES</b>														
<b>STATE SCHOOL FUND FORMULA:</b>														
Local Taxes	69,117	46,868	35,519	21,208	5,020,466	1,816,913	143,110	161,725	107,423	58,152	40,119	163,100	7,683,718	7,100,000
County School Funds	-	13,042	19,594	-	-	-	3,345	7,293	-	256	758	15,959	60,247	35,000
State School Fund	4,918,173	2,458,598	2,458,766	2,457,274	2,456,364	2,455,563	2,455,213	525	3,051,068	2,342,106	2,964,581	104,966	28,123,197	29,361,993
Common School Fund	184,725	-	-	-	-	-	-	187,571	-	30,661	38,810	1,374	443,141	384,382
State Managed Timber	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>SSF Formula Total</b>	<b>5,172,015</b>	<b>2,518,507</b>	<b>2,513,879</b>	<b>2,478,482</b>	<b>7,476,830</b>	<b>4,272,476</b>	<b>2,601,669</b>	<b>357,114</b>	<b>3,158,491</b>	<b>2,431,176</b>	<b>3,044,267</b>	<b>285,399</b>	<b>36,310,304</b>	<b>36,881,375</b>
Local Sources (1000)	44,691	42,632	112,763	66,852	60,991	180,154	62,925	53,452	85,410	57,886	72,733	173,933	1,014,422	902,200
Intermediate Sources (2000)	-	-	-	-	-	-	394,268	-	-	2,928	8,660	182,389	588,245	400,000
State Sources (3000)	-	-	-	-	-	3,000	-	-	-	-	-	-	3,000	-
Federal Sources (4000)	-	-	-	2,414	1,092,593	6,289	-	-	380,882	17,176	17,824	-	1,517,178	35,000
Other Sources (5000)	-	-	-	-	-	-	-	-	-	439	1,080	440,144	441,662	752,500
<b>Total Operating Revenue</b>	<b>5,216,706</b>	<b>2,561,139</b>	<b>2,626,642</b>	<b>2,547,748</b>	<b>8,630,414</b>	<b>4,461,918</b>	<b>3,058,862</b>	<b>410,566</b>	<b>3,624,783</b>	<b>2,509,604</b>	<b>3,144,563</b>	<b>1,081,865</b>	<b>39,874,811</b>	<b>38,971,075</b>
Beginning Fund Balance (5400)	4,461,371	-	-	-	-	-	-	-	-	-	-	-	4,461,371	3,437,402
<b>Total Monthly Revenues</b>	<b>9,678,077</b>	<b>2,561,139</b>	<b>2,626,642</b>	<b>2,547,748</b>	<b>8,630,414</b>	<b>4,461,918</b>	<b>3,058,862</b>	<b>410,566</b>	<b>3,624,783</b>	<b>2,509,604</b>	<b>3,144,563</b>	<b>1,081,865</b>	<b>44,336,182</b>	<b>42,408,477</b>
<b>CUMULATIVE RESOURCES</b>	<b>9,678,077</b>	<b>12,239,216</b>	<b>14,865,858</b>	<b>17,413,606</b>	<b>26,044,020</b>	<b>30,505,939</b>	<b>33,564,801</b>	<b>33,975,367</b>	<b>37,600,150</b>	<b>40,109,754</b>	<b>43,254,317</b>	<b>44,336,182</b>		
<b>EXPENDITURES BY OBJECT</b>														
Salaries (100)	555,116	621,230	1,849,804	1,771,431	1,742,106	2,079,295	1,856,064	1,859,303	1,792,891	1,720,736	1,848,294	3,393,647	21,089,918	20,232,010
Employee Benefits (200)	345,448	388,131	1,081,792	1,051,009	1,087,965	1,189,878	1,090,813	1,089,391	1,060,070	1,065,313	1,133,363	2,163,631	12,746,805	12,578,086
Purchased Services (300)	284,051	215,017	253,807	350,411	318,800	377,595	275,248	407,207	221,267	336,183	414,891	487,511	3,941,987	4,323,562
Supplies & Materials (400)	308,304	138,240	225,267	143,438	80,399	72,113	71,425	58,752	94,856	129,972	163,758	106,223	1,592,747	1,536,271
Capital Outlay (500)	-	52,381	42,849	51,801	43,731	4,350	5,976	6,218	7,416	435,581	73,923	(299,567)	424,660	581,634
Insurance/Other (600)	81,639	713,124	73,759	30,053	21,795	50,600	31,000	26,060	22,747	9,436	31,089	9,696	1,100,997	1,031,160
Interfund Transfers (700)	350,000	-	-	-	-	-	-	-	-	2,106	4,102	2,119,546	2,475,754	2,125,754
<b>Total Operating Expenditures</b>	<b>1,924,558</b>	<b>2,128,123</b>	<b>3,527,277</b>	<b>3,398,144</b>	<b>3,294,796</b>	<b>3,773,831</b>	<b>3,330,526</b>	<b>3,446,930</b>	<b>3,199,247</b>	<b>3,699,328</b>	<b>3,669,419</b>	<b>7,980,687</b>	<b>43,372,867</b>	<b>42,408,477</b>
Contingency (810)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unapprop. Ending Fund (820)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Monthly Expenditures</b>	<b>1,924,558</b>	<b>2,128,123</b>	<b>3,527,277</b>	<b>3,398,144</b>	<b>3,294,796</b>	<b>3,773,831</b>	<b>3,330,526</b>	<b>3,446,930</b>	<b>3,199,247</b>	<b>3,699,328</b>	<b>3,669,419</b>	<b>7,980,687</b>	<b>43,372,867</b>	<b>42,408,477</b>
<b>CUMULATIVE EXPENDITURES</b>	<b>1,924,558</b>	<b>4,052,682</b>	<b>7,579,959</b>	<b>10,978,103</b>	<b>14,272,899</b>	<b>18,046,730</b>	<b>21,377,256</b>	<b>24,824,187</b>	<b>28,023,433</b>	<b>31,722,761</b>	<b>35,392,180</b>	<b>43,372,867</b>		
Month-end Fund Balance	7,753,519	8,186,535	7,285,899	6,435,504	11,771,122	12,459,209	12,187,545	9,151,181	9,576,717	8,386,993	7,862,137	<b>963,315</b>		



2025-2026 Klamath Falls City Schools  
General Fund  
YTD Overview - Revenue March 2026

YTD Local Sources

101.62% of Budget

Prior Year YTD: 94.46% of Actuals

YTD State Sources

77.61% of Budget

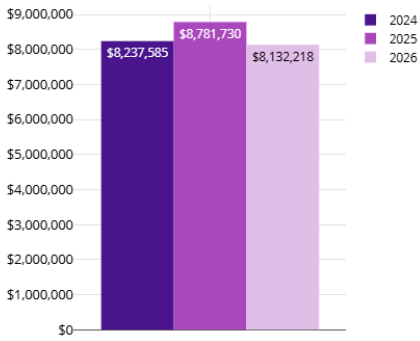
Prior Year YTD: 81.63% of Actuals

YTD All Sources (except 5400s)

85.03% of Budget

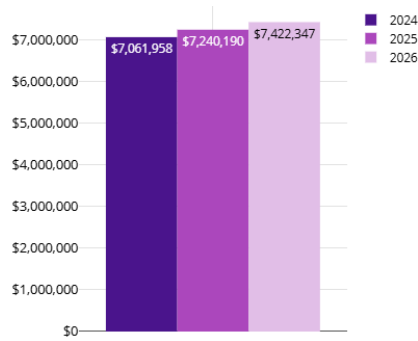
Prior Year YTD: 84.06% of Actuals

Local Sources (1000s)



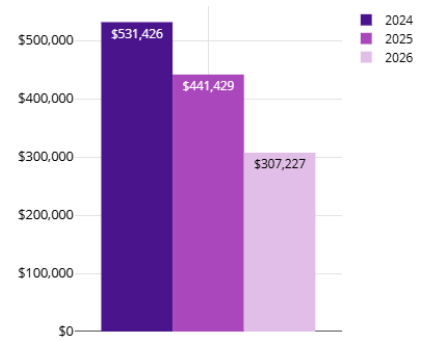
For the Period JUL - MAR

Property Taxes (1100s)



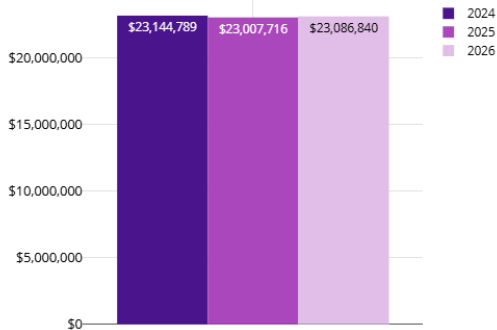
For the Period JUL - MAR

Interest Earnings (1500s)



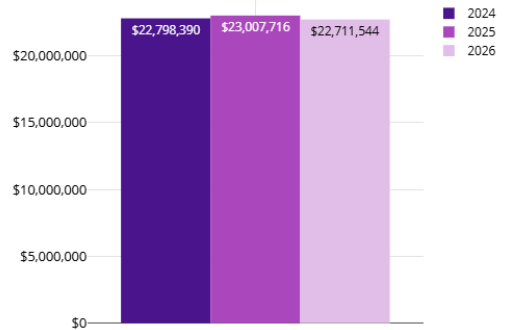
For the Period JUL - MAR

State Sources (3000s)



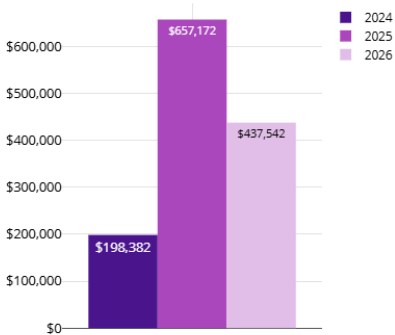
For the Period JUL - MAR

State School Fund (3101)



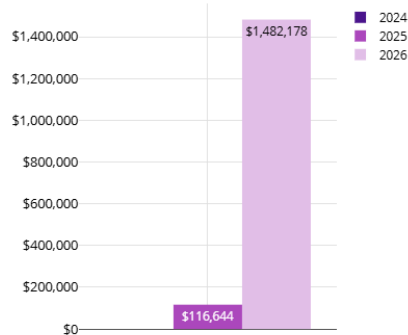
For the Period JUL - MAR

Intermediate Sources (2000s)



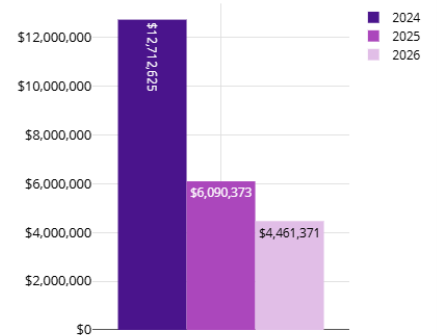
For the Period JUL - MAR

Federal Sources (4000s)



For the Period JUL - MAR

Other Sources (5000s)



For the Period JUL - MAR



2025-2026 Klamath Falls City Schools  
General Fund  
YTD Overview - Expense March 2026

YTD Salary and Benefits

**68.61%** of Budget

Prior Year YTD: 64.68% of Actuals

YTD Purchased Services

**62.53%** of Budget

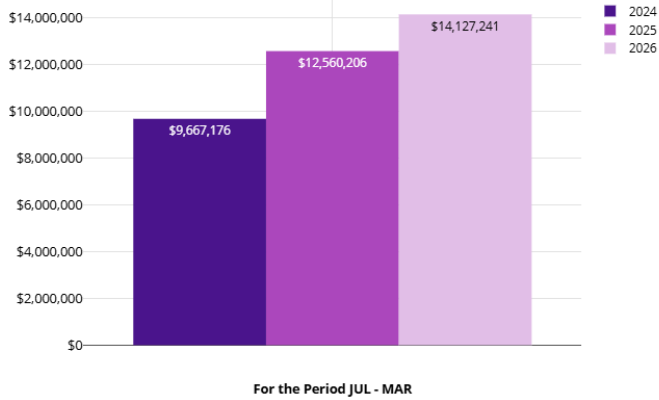
Prior Year YTD: 73.68% of Actuals

YTD Other Expenses

**53.24%** of Budget

Prior Year YTD: 75.90% of Actuals

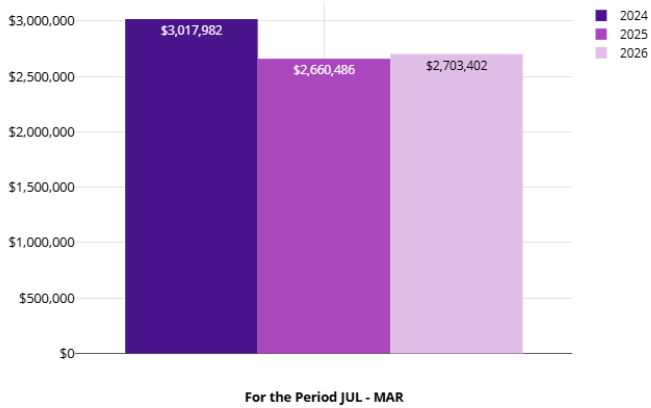
Salaries (100s)



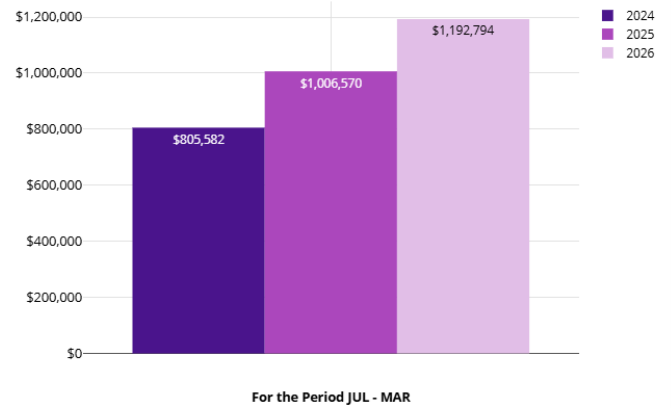
Benefits (200s)



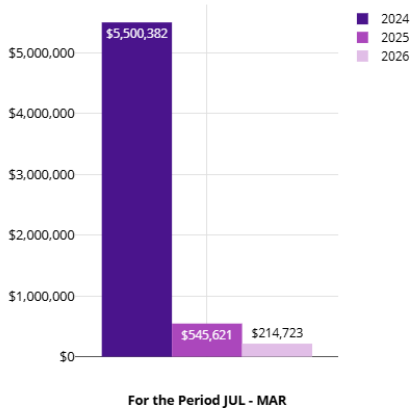
Purchased Services (300s)



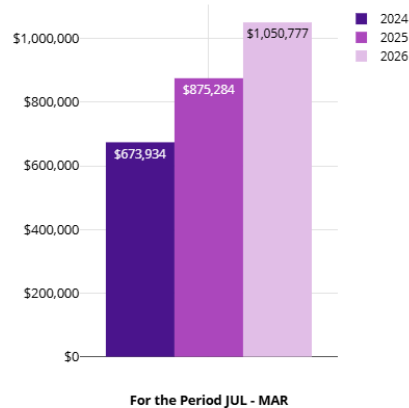
Supplies (400s)



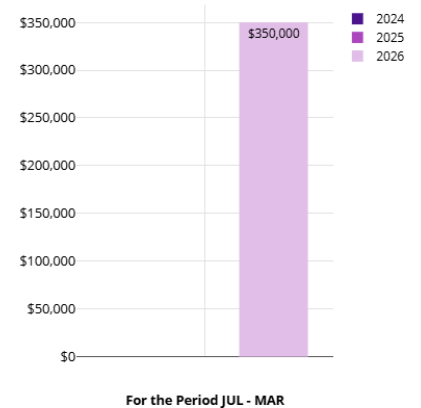
Capital Outlay (500s)



Other Objects (600s)



Transfers (700s)



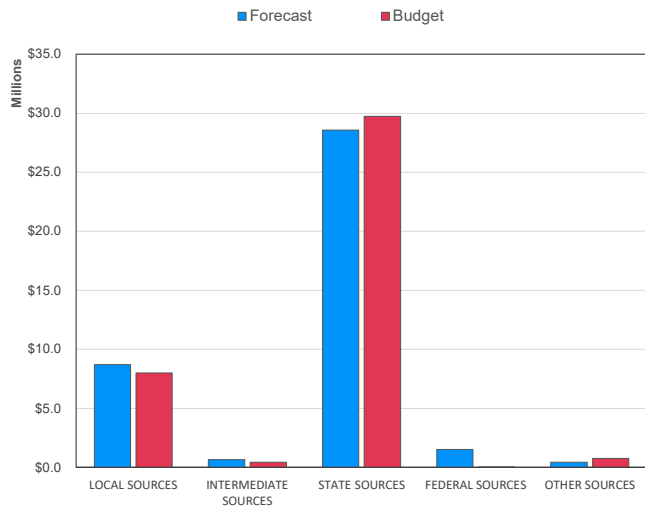
## 100 General fund | Financial Projection by Object

Mar-26

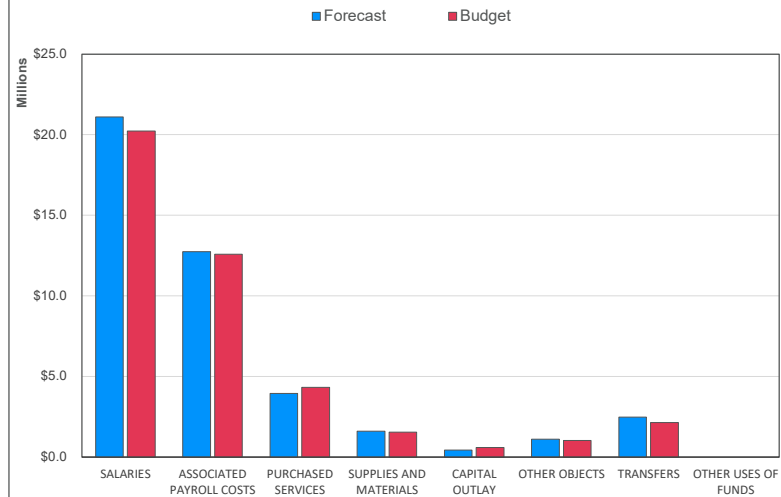
	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
<b>Beginning Fund Balance</b>	\$ 6,090,248	\$ 4,461,371	\$ -	\$ 4,461,371	\$ 3,437,402	\$ 1,023,969
<b>REVENUES</b>						
Local Sources	8,781,730	8,132,218	565,922	8,698,141	8,002,200	695,941
Intermediate Sources	657,172	437,542	210,950	648,492	435,000	213,492
State Sources	23,007,716	23,086,840	5,482,498	28,569,338	29,746,375	(1,177,037)
Federal Sources	116,644	1,482,178	35,000	1,517,178	35,000	1,482,178
Other Sources	125	-	441,662	441,662	752,500	(310,838)
<b>TOTAL REVENUE</b>	<b>\$ 32,563,387</b>	<b>\$ 33,138,779</b>	<b>\$ 6,736,033</b>	<b>\$ 39,874,811</b>	<b>\$ 38,971,075</b>	<b>\$ 903,736</b>
<b>EXPENDITURES</b>						
Salaries	\$ 12,560,206	\$ 14,127,241	\$ 6,962,677	\$ 21,089,918	\$ 20,232,010	\$ (857,908)
Associated Payroll Costs	7,632,242	8,384,497	4,362,308	12,746,805	12,578,086	(168,719)
Purchased Services	2,660,486	2,703,402	1,238,585	3,941,987	4,323,562	381,575
Supplies and Materials	1,006,570	1,192,794	399,953	1,592,747	1,536,271	(56,476)
Capital Outlay	545,621	214,723	209,937	424,660	581,634	156,974
Other Objects	875,284	1,050,777	50,220	1,100,997	1,031,160	(69,837)
Transfers	-	350,000	2,125,754	2,475,754	2,125,754	(350,000)
Other Uses of Funds	-	-	-	-	-	-
Other Expenses	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 25,280,410</b>	<b>\$ 28,023,433</b>	<b>\$ 15,349,434</b>	<b>\$ 43,372,868</b>	<b>\$ 42,408,477</b>	<b>\$ (964,391)</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$ 7,282,977</b>	<b>\$ 5,115,345</b>	<b>\$ (8,613,402)</b>	<b>\$ (3,498,056)</b>	<b>\$ (3,437,402)</b>	
<b>ENDING FUND BALANCE</b>				<b>\$ 963,315</b>		

105

**Revenues by Source | Forecast vs. Budget**



**Expenditures by Object | Forecast vs. Budget**



- 7. Maintenance and Ground Keeping Report
- 4. **NEW BUSINESS/ACTION ITEMS**
  - 1. Approval of the KFACE contract

107

Klamath Falls City Schools  
and  
Klamath Falls Association  
of Classified Employees

2025-2028 Contract Agreement

*Dedicated to helping all students do their  
best work and become their best selves*



**KLAMATH FALLS CITY SCHOOLS  
DISTRICT  
1336 Avalon Street  
Klamath Falls, OR 97601  
541.883.4702**

## Table of Contents

Table of Contents .....	1
Article 1 – Recognition .....	2
Article 2 - Negotiations Procedure.....	4
Article 3 - Union Security .....	4
Article 4 - Association Rights and Privileges .....	5
Article 5 - Grievance Procedure .....	7
Article 6 - Personal Activities.....	10
Article 7 - Employee Rights .....	11
Article 8 -Working Conditions .....	12
Article 9 - Holidays & Vacations .....	15
Article 10 - Complaint Procedures .....	16
Article 11 - Personnel Files.....	17
Article 12 - Dues and Payroll Deductions.....	18
Article 13 - Reclassification .....	19
Article 14 -Vacancy and Transfer.....	19
Article 15 - Transportation - Employment Conditions.....	20
Article 16 - Paid Leaves .....	25
Article 17 - Unpaid Leaves .....	28
Article 18 - Reduction in Force .....	30
Article 19 - Employment Procedures .....	32
Article 20 - Compensation.....	34
Article 21 - Public Employees Retirement System Pick-up .....	36
Article 22 - Insurance.....	37
Article 23 - Separability and Compliance .....	39
Article 24 - Employee Assistance Plan/Childcare.....	39
Article 25 - Provisions Regarding Site-Based Decision-Making Programs.....	39
Article 26 - Retirement.....	40
Article 27 – Safety and Disrupted Learning.....	41
Article 28 - Strikes and Lockouts .....	42
Article 29 - Funding .....	42
Article 30 - Duration of Agreement.....	43
Appendix A - KFACE Salary Schedule 2025-2026.....	44
Appendix B - KFACE Salary Schedule 2026-2027 .....	46
Appendix C - KFACE Salary Schedule 2027-2028.....	48
Appendix D Contract Glossary .....	50

# Preamble

This agreement entered into this first day of July 2025, by and between the Klamath Falls Association of Classified Employees, hereinafter called KFACE., affiliated with Oregon Education Association, hereinafter called OEA and National Education Association, hereinafter called the NEA, and Klamath Falls City Schools, Klamath Falls, Oregon, hereinafter called the District.

## Article 1 - Recognition

**A.** The Board recognizes the Klamath Falls Association of Classified Employees, hereinafter called the Association, affiliated with the Oregon Education Association/Oregon Association of Classified Employees, hereinafter called the OEA/OACE, and the National Education Association, hereinafter called the NEA as the exclusive bargaining representative on wages, hours, and conditions of employment for all classified employees of Klamath Falls City Schools including:

Food Service Employees - including

- Kitchen Manager
- Head Cooks
- Assistant Cooks

Paraprofessionals - including

- Social Communication Support Professional
- Highly Qualified (HQ)
- Student Success Specialist
- Registered Behavior Technician
- PASS
- High Dosage Tutor

Transportation - including

- Router
- Relief Driver
- Regular Route Drivers
- Transportation Specialist

Business Office Employees - including

- Assistant Payroll Clerk
- Accounts Payable Clerk
- Medicaid Billing Specialist/Grant Coordinator

Secretaries - including

- KU Bookkeeper

- LOEC Administrative Assistants
- IMTC – including
  - Technician I
  - Technician II
  - Network Specialist
  - IMTC Application and Data Analyst

Non-Categorical- including

- Caseworker
- Migrant/Bilingual Data Tech
- /Anchor Room
- Adult Education/Chief Tester
- Adult Ed/ESL
- Home to School Liaison
- Communications Coordinator
- College and Career Coordinator
- Transitions Coordinator
- Archivist
- Teen Parent
  - Volunteer Coordinator/Case Manager
- Title IV Indian Ed Lead Liaison and Program Coordinator
- Campus Monitor
- Registered Behavior Tech

The following Non-Categorical positions will not be listed in the KFACE salary schedule: Printer, Student Services Administrative Assistant, Parent Consultant, Early Childhood Specialist, Migrant/Bilingual Home School, YTP Coordinator, and Teen Parent Title V/Home School Consultant.

It is understood and agreed upon by KFCS and KFACE that if there is a need in the future for any of these positions the desired classification will be reinstated and the parties will negotiate pursuant to ORS 243.698 the salary to be paid.

Driver in Training is specifically excluded from the bargaining unit. It is agreed that the position of Delivery Driver will be covered by the CPoKF group but will have 10-20% of its duties as a cook helper. So long as the position does not impact cook hours or number of food service positions.

**B.** The parties hereby agree that temporary employees are excluded from the bargaining unit and shall mean those non-regular employees hired for a specific period not to exceed 90 continuous working days. If the District has the need to extend any temporary employee beyond the identified 90 continuous working days, the parties will meet to discuss each situation that arises. Any additional temporary time agreed upon by both the District and

KFACE will be offered to the employee and will not be considered permanent after 90 days. This temporary time will not be more than two (2) hours.

- C. For the purpose of section A, substitutes are defined as those non-regular employees called in to replace regular employees upon their absence (i.e., sick leave, vacation, etc.)
- D. Twelve (12) month employees shall be defined as 260 days.
- E. The association recognizes the Board of Klamath Falls City Schools as the duly elected and constituted representative of the people and the educational interests of the District.
- F. The association recognizes the Superintendent as the chief administrative officer of the Board.
- G. Questions of unit determination and/or clarification shall be resolved through negotiating. If the parties are unable to reach agreement, such disputes shall be referred to the Employment Relations Board.

## **Article 2 - Negotiations Procedure**

- A. The Board agrees not to negotiate with any competing classified organization during the term of this Agreement. At a time mutually agreed upon, the Board and the Association agree to negotiate in accordance with the laws of the State of Oregon.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- C. **Contract Maintenance Committee**  
The District and Association will establish and jointly participate in a contract administration committee with members selected by the KFACE President and District Administration.

## **Article 3 - Union Security**

- A. The District agrees to not subcontract out work currently performed by members of the bargaining unit in any way that causes layoffs, reduced regular hours, termination, loss of employment, or elimination of KFACE positions.
- B. **Subcontracting Currently in Progress:** Subcontracting that does not have the purpose or effect of displacing Association represented employees that is currently in progress upon ratification of this agreement may continue until the conclusion of District agreements contracts with subcontractors or subcontracting organizations. Upon conclusion of District agreements or contracts with subcontractors or subcontracting organizations, the District will assess if work performed by the subcontractor or subcontracting organizations can be performed by bargaining unit members prior to renewal of those contracts.
- C. **New District Subcontracting:** Prior to engaging in subcontracting, entering into agreements, or

renewing contracts with entities for the purposes of subcontracting work that does not have the purpose or effect of displacing association represented employees, the District shall solicit the input of the association regarding the type of work needed and if it is feasible for the District to create bargaining unit positions capable of performing the needed work.

- D. The District agrees that no administrative duties shall be added to any position within the bargaining unit, which has the effect of removing such position from the bargaining unit without prior negotiations and agreement with the Association.
- E. The District agrees that any employee or group of employees in the bargaining unit whose job or group classification is changed during the duration of this Agreement shall remain in the bargaining unit for the duration of this Agreement unless mutually agreed upon or duties added which make the position managerial/confidential.

## **Article 4 - Association Rights and Privileges**

### **A. Information**

The District agrees to make available to the Association in response to its requests all information (in accordance with state law) necessary to its functioning as exclusive bargaining representative.

### **B. Released Time for Meetings**

Whenever any representative of the Association or any employee participates during working hours in the District's negotiation meetings or grievance hearings scheduled by the School Board or the Board's representatives, such person shall suffer no loss of pay.

The Association will receive 30 minutes with each new employee at New Employee Orientation as per ORS Chapter 243.804 Should the District not have a New Employee Orientation or a new employee does not attend it, they will be required to attend the next scheduled orientation within 30 days of hire.

### **C. Use of School Buildings**

The Association and its representatives shall have the right to use school buildings at all reasonable hours after the end of the school day for meetings, scheduling such use with the approval of the building supervisor, provided that such use shall not interrupt or interfere with the normal building operations.

Representatives of the Association and its affiliates shall be permitted to discuss matters pertaining to the Association's business with the district personnel with the employee when the employee does not have work responsibility provided this does not interrupt or interfere with normal operations as determined by the building supervisor. The representative shall notify the building supervisor's office of his/her presence in the building.

**D. Use of School Equipment**

The Association shall have the right to use school facilities and equipment, including computers, telephones, fax machines, copy machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, scheduling such use with the approval of the building supervisor when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

**E. Use of Bulletin Boards**

The Association shall have the right to place appropriate notices, circulars, and other materials on designated school bulletin boards and in employees' boxes. The Association must identify clearly on their communications the name of the Association as the source of the notice, circular, or other material. Bulletin board space at the work site shall be reserved exclusively for Association material.

**F. Use of Mail Facilities**

The regular intra-district mail service including e-mail may be used by the Association for distribution of the above materials and a mail bin shall be provided for the Association in each school district building. The District's e-mail facilities are not secure communications. The use of the District e-mail shall be limited to times when members are not teaching class or supervising students.

The District shall be held harmless against any litigation that results in any violation of state and/or federal regulations pertaining to e-mail and/or intra-district mail.

**G. Association Business**

Use of school buildings, bulletin board, and mail facilities including e-mail shall be limited to Association business and shall not be to espouse a political candidate, cause, measure, or any religious point of view. Association communications will be labeled as Association communication and contain the name of the authorizing association official. It is agreed that the Association holds the right to reopen Article 4.G. when final review of the ERB decision by the Oregon appellate courts is concluded (including any appeal to the Oregon Supreme Court).

**H. Release Time**

Upon request by the Association, up to a total of one hundred twenty (120) hours per school year of paid leave time shall be granted for employees designated by the Association to engage in Association activities or programs. An additional 120 hours per year of release time shall be allowed with the Association reimbursing the District at the substitute rate of pay and payroll costs for hours allowed once the initial 120 hours are exhausted. Leave must be requested at least 24 hours in advance to the HR Director and the employee's administrator.

The Association will make every effort to inform the District when OEA/NEA is to be billed for release time.

Not more than four members designated by the Association shall be permitted to have flexible arrival and departure time (up to 30 minutes), to perform the duties of the Association relating to this contract, to the extent that it does not interfere with their scheduled duty hours of the performance of their other assigned duties and provided they give twenty-four (24) hours' notice to their building supervisor when possible before utilizing a particular flexible arrival or

departure time.

#### **I. Professional Development**

The District, recognizing the value of professional growth, will encourage staff participation in attendance at conferences and workshops. The following procedures will govern the process for requests and attendance at such workshops.

1. **Information:** The District will email information to bargaining unit members regarding workshops and trainings for staff. The Association will also work to obtain relevant workshop and training information.
2. **Eligibility:** All employees are eligible to request funds for attendance at workshop and training sessions. The District will give equal consideration to all staff in granting requests for professional development sessions.
3. **Application:** Employees will request funds for attendance at professional development sessions by filling out standard District "Conference Request" Form which will be made available at each building and which can be found in the Employee handbook distributed at the beginning of each school year.
4. **Compensation:** The District will reimburse all costs and expenses at the District's per diem rates. Release time, for regularly scheduled work hours, will be provided in order for employees to attend professional development sessions.
5. **Workday Release:** The District will work with employees who wish to further their education and attend a class or workshop during the regularly scheduled workday. The district, with supervisor approval, will allow employees to flex their workday hours and be able to attend said classes, or allow employees to make up missed work time at a later date agreed upon by the employee and the District.

#### **J. Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the classified employees, and to no other competing classified organization.

#### **K. Employee Data**

The District Agrees to provide Employee Data as required under ORS 243.804.

#### **L. Fair Application**

Both parties agree that the provisions of this Agreement shall not be applied in a manner, which is arbitrary, capricious, or discriminatory.

## **Article 5 - Grievance Procedure**

#### **A. Definitions**

1. "Grievance" shall mean a complaint by a bargaining unit member or group of members that there has been a violation of any provisions of the contract or established school board

policy.

2. "Aggrieved" is the person or person who has the grievance and is presenting the complaint, also referred to as the complainant.
3. The "party in interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
4. "Consultant" is the one who advises either party in interest.
5. "Representative" is the one who may speak for and/or advise a party in interest.
6. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibility over the aggrieved in the area of grievance as stated in school board policy.
7. "Days" as used in this article shall, except where otherwise indicated, mean the aggrieved working days.
8. "Persons officially involved," means the superintendent, his representative and/or consultant, the aggrieved, his representative and/or consultant, and witnesses.
9. "Association" - KFACE representing the classified personnel which has been elected by a majority vote of those respective employees.

#### **B. General Procedures**

1. These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided for the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
3. All parties in interest have a right to consultants or representatives of his/her own choosing at each level grievance procedures.
4. There shall be no restraint, interference, discrimination, or reprisal exerted on any member choosing to use these procedures for resolution of grievances.
5. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.
6. Each grievance shall have to be initiated within ten (10) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then he/she must initiate action within the ten (10) days following

his/her first knowledge of the cause. In failing to thus initiate action he/she may be considered to have no reasonable grievance.

7. Financial responsibility: Each party shall pay any and all costs incurred by said party.
8. The grievance procedure will not be used while an aggrieved is under the jurisdiction of the courts, has resorted to the administrative or judicial process, or pending before the Employment Relations Board.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. If a grievance is based on a contested document that is currently in the grievant file, and if said grievance is denied at the final grievance level utilized by the grieving, the document will remain in the personnel file.

### C. Level of Grievance

#### *Level One - Informal and Formal Grievance Level*

The aggrieved will first discuss his/her grievance with his/her principal or immediate supervisor, either individually or through the Association's designated representative, or accompanied by a representative, with the objective of resolving the matter informally.

If the aggrieved is not satisfied with the disposition of the grievance, he/she may file a written grievance with his/her immediate supervisor (who has administrative authority to act) within ten (10) days following the act or condition which is the basis of his/her complaint, or, if the aggrieved has no knowledge of said occurrence at the time of it happening, then within ten (10) days of the first such knowledge. This complaint shall set forth the grounds upon which the complaint is based and the reasons why the aggrieved considers the decision rendered is unacceptable. The immediate supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved.

Within ten (10) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the superintendent or the superintendent's designee.

*Level Two* - Appeals to the superintendent or his designee shall be heard by the superintendent within ten (10) days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the aggrieved, his/her designee, or any other persons officially involved in the grievance.

Attendance at the hearing of appeal shall be restricted to the persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

Within ten (10) days of hearing the appeal, the superintendent or his/her designee shall communicate to the aggrieved and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons therefore.

If the aggrieved is not satisfied with the decision of the superintendent or his/her designee he/she may file a written appeal with the superintendent within ten (10) days from the receipt of the decision. The appeal shall state the aggrieved's reasons for appealing the decision of the superintendent or his/her designee and request appeal to level three, school board.

*Level Three-* The superintendent shall place the appeal upon the board's next regular meeting agenda or within 45 calendar days of the notice of appeal, whichever is sooner, and will allow at least five (5) days written notice to be given of the time and place of such hearing to the parties involved, at which time the appeal shall be heard by the board for the purpose of resolving the grievance. During the hearing, both parties shall be allowed up to 10 minutes to present evidence. A special meeting may be called to hear the appeal. Within ten (10) days following the hearing the board shall render its decision in writing to all official parties or the board may also render a board decision the day of the hearing. The decision of the board will be final and binding except grievances involving the violation of specific provisions of this Agreement, which may be submitted to arbitration under the following conditions:

**Step 1** All steps provided for in the grievance procedure must be first exhausted.

**Step 2** The issue must involve a violation of a specific provision of this Agreement in which the grievance of an article or portion thereof is not terminated at the board level.

**Step 3** Written notice of a request for arbitration must be filed with the superintendent within ten (10) days of receipt of the decision from level three.

**Step 4** When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Within ten (10) school days after notice of submission to arbitration, either party may request arbitration in accordance with the rules of the American Arbitration Association.

**Step 5** The arbitrator so selected shall confer with the representatives of the board and the member and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of hearings. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue(s) submitted.

**Step 6** The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement, as set forth in Step B. The arbitrator shall construe this Agreement in the manner, which does not interfere with the exercise of the District's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.

**Step 7** The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement.

**Step 8** The arbitrator's fees and expenses shall be shared equally by the board and the aggrieved. However, the Association shall pay the aggrieved share of the cost in cases where arbitration is recommended by the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participants.

**Step 9** The arbitrator shall submit a copy of the decision to the aggrieved, superintendent, and the chairperson of the board.

**Step 10** The decision of the arbitrator shall be binding upon the parties.

**Step 11** Taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party to otherwise contest the grievance in any other forum except as provided herein.

## **Article 6 - Personal Activities**

The District is not concerned with the private personal habits and business affairs of its employees, unless they are contrary to law or published school district policies, or affect or impair the individual's ability to perform his/her official duties effectively or efficiently. While there is no desire to restrict unduly or improperly a member's private activities, they must be completely separated from official activities.

## **Article 7 - Employee Rights**

- A.** No employee shall be disciplined, reprimanded, reduced in compensation, deprived of equitable treatment, or terminated from employment without just cause. This section shall not apply to the termination of probationary employees. Probationary employee dismissal or discipline must be for just cause, but any grievance filed over this provision may be appealed only to an arbitrator and may not be appealed to the Employment Relations Board. The arbitrator's decision is final.
- B.** All employees will be evaluated in accordance with the evaluation procedures established in District policy.
  - 1. All monitoring or observation of the work of an employee shall be conducted openly and with full knowledge of the employee.
  - 2. Employees shall be given a copy of all formal evaluations and the opportunity to discuss such evaluations with their supervisor. If an employee disagrees with an observation/evaluation, he/she will have the right to attach a written rebuttal, which shall be attached to the observation/evaluation.
  - 3. **Electronic Surveillance and Cameras:** Employees must be made aware of any surveillance at their worksite by a memo from their supervisor. The District will not use Electronic Surveillance for spying on employees. The District will have a separate and independent reason to check electronic surveillance in regards to KFACE employees unrelated to surveillance or evaluation. (For example; there are accusations or evidence of wrongdoing before checking the surveillance, the District checks surveillance because of a student issue and it happens to see misconduct, etc.)

- C.** An employee shall be entitled to have present a representative of the Association during any meeting which is related to performance or which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- D.** Any criticism of any employee by a supervisor, administrator, or other agent of the District shall be made in confidence and never in the presence of students, parents of students, or other employees. All critiques made shall be confidential.
- E.** Any criticism of any supervisor, administrator, or other agent of the District by an employee shall be made in confidence and never in the presence of students, parents of students, supervisors, administrators, or other agent(s) of the district. All critiques made shall be confidential.
- F.** Employees shall have the right to organize, join and assist the Association, and to participate in professional negotiations with the Board through the Association.
- G.** Nothing contained herein shall be construed to deny any employee his/her rights under the constitutions and laws of the United States and the State of Oregon or under other applicable laws and regulations. The District will not discriminate or retaliate against an employee based on age, race, national origin, religion, gender, sexual orientation, marital status, disability, personal political activities, and union activities.

## **Article 8 -Working Conditions**

### **A. Workweek**

The workweek for pay purposes shall commence at 12:01 a.m. Sunday and conclude on the following Saturday at midnight. The normal workweek within that period will consist of not more than five (5) days. Additional time required by the supervisor for an employee to work shall be compensated with time and one-half at the employee's regular rate of pay.

### **B. Work Year & Hours**

The District shall establish work schedules for employees in keeping with the standard workday and workweek and in conformance with time schedules for various classifications of employees. The work year for the various classifications and hours for the various classifications of employees shall be set forth in the job postings/descriptions.

### **C. Notice of Assignment**

The District will make every effort to provide written notice to all bargaining unit members of their specific assignments for the forthcoming year, as early as possible, and no later than September 10th. Transportation assignments are outlined in Article 15.

### **D. Overtime**

1. An employee in the bargaining unit shall not be required to work in addition to eight (8) hours per day or forty (40) hours per week without compensation of time and one-half of that employee's regular rate of pay. Compensatory time off by agreement of the employee and his /her site administrator can be granted in lieu of monetary pay at the rate of one

and one-half hours credit for each hour worked in excess of forty (40) hours in any one workweek. or in excess of eight (8) hours in any one day. This agreement must be made prior to the overtime work. All overtime must have prior approval from the building site administrator.

2. 260-day employees may be allowed, with the approval of their supervisor, to work four (4) 10-hour days during the summer and not accrue overtime over the 8 hrs. per day. Supervisors retain the right to deny a member's request to work four (4) 10-hour days. If approved, this will be allowed beginning the week after the last day of school and conclude the week prior to new teacher in-service. The supervisor will determine which day during the week that the employee will not work. Members must work during all normal business hours for their office/department/building and must take either a 30- or 60-minute unpaid lunch that cannot be taken at the beginning or end of their shift.
3. The Parties specifically waive overtime requirements with respect to payment of over eight (8) hours per day as provided for under ORS 279.340 for long and short trip Bus Drivers.

#### **E. Duty Free Lunch**

Each employee who works five (5) or more hours per day, shall be offered an unpaid duty-free lunch period of no less than thirty (30) minutes in duration. Employees who work six (6) or more hours per day, must take an unpaid duty-free lunch period of no less than thirty (30) minutes in duration. If the District requires any work by the employee during a lunch period, such requirement will be for emergencies only and another lunch period will be scheduled as soon after as reasonable.

Food Service employees routinely work during the normal lunch break and are paid for that period, and therefore the Food Service employees are not subject to the language of sentence one (1) which provides "unpaid duty-free lunch period of no less than thirty (30) minutes." In consideration for being available for duty during the normal lunch break period, the district shall provide food service employees lunch at no charge. The District shall not unreasonably withhold the right for food service employees to take occasional duty-free breaks during the lunch period.

- F. If an employee is required to work for a period of time that is not contiguous to the employee's regularly scheduled work hours, the employee shall be credited with one (1) hour of work or the actual number of hours worked, whichever is greater.

#### **G. Rest Period**

All employees of the bargaining unit shall be granted a minimum of ten (10) to a maximum of fifteen (15) minutes rest period with pay for each 3.50 hours of continuous work. Rest periods shall be utilized as near the middle of each 3.50-hour period as feasible within the operational needs of the district as determined by the employee's immediate supervisor.

#### **H. Paid Holidays**

Paid holidays shall be considered as days worked and be recognized and compensated for as a part of the five days of the defined workweek.

#### **I. Bonus Days**

Staff with deduct will not be eligible for bonus days.

1. For all employees outside of Food Service and Bus Drivers-
  - Employees with perfect attendance for the previous school year (July 1-June 30) shall have the option of three (3) days of salary or three (3) days off with pay during the subsequent year.
  - Employees with one (1) day absence for the previous school year (July 1- June 30) shall have the option of two (2) days of salary or two (2) days off with pay during the subsequent year.
  - Employees with two (2) days absence for the previous school year (July 1 - June 30) shall have the option of one (1) day of salary or one (1) day off with pay during the subsequent year.
  - Absences due to work injuries will not count as absences in this section.
  - Employees must be employed on October 1st to be eligible for bonus days.
  - Perfect attendance and absences are based on no usage of sick leave or deduct time.
2. For all Food Service Workers-
  - If a food service employee, hired prior to October 1, does not have an accident during the school year, said employee will have the option of day(s) off with pay or receive additional (bonus) salary during the subsequent year. This accident bonus program will occur as follows:
    - First year with no accident- receive 1 day during the second year.  
Second year with no accident- receive 2 days during the third year.  
Third year with no accident- receive 3 days during the fourth year and each following year until such time there is an accident as described in this section.
  - Up to three (3) days' pay at the employee's established rate of pay will be paid for accident-free bonus days not used during the contract year. This amount shall be included in the employee's last salary check for the work year.
3. For Relief and Route Drivers-
  - If a regular route bus driver does not have an accident during the school year, said employee(s) will have the option of day(s) off with pay or receive additional (bonus) salary during the subsequent year. An accident shall be defined as damage occurring as the result of fault of the driver. "Fault" is defined as any damage done to the bus, district property, property owned by private party, business, or other government agency in excess of \$500.00. It also includes hitting a pedestrian on or off school property. And it includes any incident in which the bus driver is cited by law enforcement while on the job. Fault will not include any accident when the other driver is cited for being responsible for the accident. This bonus program will occur as follows:
    - First year with no accident- receive 1 day during the second year.  
Second year with no accident- receive 2 days during the third year.  
Third year with no accident- receive 3 days during the fourth year and each following year until such time there is an accident as described in this section.
  - Up to three (3) days' pay at the employee's established rate of pay will be paid for accident-free bonus days not used during the contract year. This amount shall be

included in the employee's last salary check for the work year.

#### **J. Emergency School Closure/Inclement Weather Closure**

1. Digital Communication and Radio Announcement: The District shall use all reasonable efforts to notify employees in the event of school closure. Radio school closure announcements shall be deemed to be a proper notice for all employees.
2. Report to Work- In the event school days are cancelled due to inclement weather or natural disasters, employees shall be paid for the days as if they were worked. One building secretary and the District office secretary may be required to report to work at the request of their building supervisor or other designee. Any employee required to report to work by their supervisor, will receive one (1) additional personal leave day for each day worked in addition to their days regular rate of pay.

If the District calls for a late student start time due to inclement weather, all employees are expected to report to work as safely and timely as possible. The District expects employees to use caution and report to their worksite close to their regular scheduled hours.

In the event that an employee is unable to arrive safely on time, that employee should contact the employee's building principal or supervisor. Contacting your administrator/supervisor will provide the opportunity to offer support for assistance if needed.

#### **K. District Trainings**

When appropriate, the District may schedule trainings for employees. Trainings will be limited to two (2) non-contract days per year and the District and the Association will meet and confer over those potential scheduled meeting dates.

The District will provide consistent/ongoing training for all classifications including bus drivers who supervise students with specific medical disorders and behavioral disabilities.

The District will provide compensated mandatory emergency and safety trainings to ensure all buildings, students, and staff are safe. When possible, in person or interactive training will be utilized.

If an employee completes the required annual on-line public safety trainings prior to September 1, they will be compensated 2 hours of straight-time pay. This is not subject to overtime. This will commence for the 2026-27 school year.

## **Article 9 - Holidays & Vacations**

**A. Holidays**

<b>Less than 12 Months</b>	
New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Juneteenth (if working day prior and day after)	July 4th (if working day prior and after)
Labor Day (if working day prior and day after)	Veteran's Day
Thanksgiving Day	Christmas Day
<b>12 months</b>	
New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Juneteenth	July 4th
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day (2) *one day agreed w/supervisor during Christmas break*	

1. If any of the above holidays fall on Saturday or Sunday, the Friday preceding the holiday or the following Monday shall be considered the holiday as designated in the District calendar.
2. In the event that the Oregon State Legislature declares other holidays to be legal holidays in the state, the District and the union agree to negotiate over the inclusion of the legal holiday as a paid holiday for the purposes of this Agreement.
3. Any bargaining unit member who works on a designated holiday will receive time and one-half pay for the hours worked plus a full day's pay for the holiday.

**B. Vacation**

1. Paid vacation time earned by 12-month employees (260 days/anniversary year) in the bargaining unit shall be in conformance with the following schedule:

<b>Years in 12-month Position</b>	<b>Vacation Days</b>
1 through 5 years	10 workdays/ year
6 through 11 years	15 workdays / year
12 through 19 years	20 workdays / year
20 years and over	1 additional day up to 25 days

2. The District will count 1/2 credit for each year of service for current employees who move to a 12-month position. Half years will be rounded up.
3. Vacation time as outlined above shall be earned and compensated at the employee's rate of pay. Holidays that fall in the vacation period shall not be counted against vacation time.
4. Vacation time will be granted as outlined above; earned vacation will be granted each July 1. Considering the employee's request, scheduling of the employee's vacation will be done by the employee's supervisor taking into consideration the employee's work schedule and the needs of the District. A 12-month employee employed continually from October 1 to June 30, will receive one year's credit for vacation purposes. An employee hired into a vacation eligible position, after October 1, will receive vacation prorated for the next year based on the amount of time worked. For example, if a member is hired in April, they will

not receive vacation in the initial year and on July 1, they will receive 2.5 days. If an employee has worked for the District in a vacation eligible position for more than 12 calendar months, vacation accumulated upon resignation will be prorated for that year on the basis of time worked as of July 1 of that year.

5. Upon termination an employee shall be paid for all unused vacation time based upon their then current rate of pay.
6. Vacation accumulated upon resignation will be prorated for that year only on the basis of the time worked as of July 1st of that year.
7. Vacation will be taken between July 1st and June 30th each year with the approval of the immediate supervisor and/or principal.

## **Article 10 - Complaint Procedures**

Any complaint regarding a member made to his or her supervisor or other person in authority above him/her by a parent, student, or other person which may influence that member's evaluation or which may result in disciplinary action shall be discussed with that member within ten (10) working days according to the following process:

1. The member shall be apprised of the full nature of the complaint, including the name of the complainant, date of complaint, as allowable by applicable law.
2. The member, with the assistance of the immediate supervisor, will attempt to resolve the matter informally.
3. The member has the right to representation at all levels.
4. Complaints, which are not discussed within ten (10) working days, may not be used in evaluation or in any disciplinary action.
5. The foregoing shall have no application to complaints of such a nature that could result in institution of suit or action, either civil or criminal in nature, against the member or the District.
6. Complaints which are not discussed within ten (10) working days, withdrawn, shown to be false, or are not sustained by the grievance procedure, shall neither be placed in the member's personnel file nor utilized in any evaluation or disciplinary action against the employee.

## **Article 11 - Personnel Files**

- A.** There shall be only one personnel file, which shall be maintained at the District Office. The working file will remain at the work site, but must have any material to be used for evaluative purposes transferred to the personnel file with the member's acknowledgment.

- B.** All members or designated representatives shall have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents contained therein. This file shall contain all material relevant to the member's employment and shall be the sole repository of such materials. Documents that contain material of a member's private life shall not be placed in the personnel file unless requested by the member and mutually agreed upon.
- C.** Material descriptive of a member's conduct, service, character or personality will not be placed in his/her personnel file unless the member has been furnished a copy thereof and had an opportunity to review the material. A member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written response to such material and his/her response shall be reviewed and acknowledged by the superintendent or his designee and attached to the file copy.
- D.** All documents used as the basis for dismissal must be in the District personnel file.

## **Article 12 - Dues and Payroll Deductions**

- A.** The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The employer will rely on the list to make the authorized deductions and to remit payment to the labor organization.
- B.** Local (KFACE) dues will be deducted monthly beginning with the September payroll and ending in June. Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following June.
- C.** A computer printout or accurate listing of employees on Association dues deduction shall be sent to the Association with the remittance due to KFACE in one check and OEA/NEA in a separate check within five (5) days after the monthly salary check has been received by the employee.
- D.** The District will notify the Association within 30 days of hiring a new employee or within 30 days of an employee's change in FTE or position on the wage schedule, worksite, an employee being placed on an unpaid leave of absence, retiring, being laid off, resigning, or changing the employee's name.

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

Savings Bonds  
Tax-Sheltered Annuities United Way  
Pacific Crest Federal Credit Union  
Flex 125 Plan A & B  
OEA/NEA PAC  
OEA Foundation  
Other mutually agreed upon deductions

Requests for addition or deletion of any of the above listed items or payroll deduction may be made monthly, prior to the District monthly payroll, except tax sheltered annuities which shall be according to law.

The Association agrees to indemnify, reimburse, defend and hold harmless the District and its agents and employees from any and all claims, lawsuits, judgments, damages, losses, and expenses including reasonable attorney fees, which it or its agents and employees may suffer as a result of implementing this article.

## **Article 13 - Reclassification**

### **A. New Positions**

In the event a new position is established, the District will establish a tentative placement on a salary range and shall notify the Association of this placement, together with a copy of the job description. If the Association wishes to bargain over this placement, the Association President will contact the Human Resources Director/designee in writing within fourteen (14) calendar days. The District will then enter into good faith bargaining with the Association for purposes of determining a range placement, and any agreement reached shall be retroactive to the date the new position was first filled.

### **B. Modified Positions**

In the event the Association or District believes that a position's duties and/or level of required skill and ability have been changed significantly, so as to make inappropriate the range placement determined during the bargaining that led to the signing of this Agreement, the Association or District will notify each other of:

1. the changes that require re-bargaining the range placement,
2. and the proposed modified range placement.

If duties and/or level of required skill and ability of the position have changed significantly, so as to constitute a new issue for bargaining under ORS 243.650 et seq. then the parties shall

meet and bargain over the appropriate range placement. Any change in range may or may not be retroactive, according to the agreement reached between parties.

## **Article 14 -Vacancy and Transfer**

A vacancy shall be defined for purposes of this agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

### **A. Voluntary Transfers**

1. It is understood by both parties that there will be same day posting by District email to Classified employees of positions for any bargaining unit; position will be posted for a period of three (3) working days. . The posting will be emailed to the Association.
2. All employees who apply for any vacant position covered under the KFACE contract and meet the minimum qualifications will be granted an interview so long as they apply prior to the interview process commencing. Interviews will not start within three (3) working days of the posting.
3. If an employee is not a successful applicant for a vacancy, he/she will be notified in writing of the denial by the District. The employee is encouraged to request a meeting with the supervisor and/or human resource director to talk about what the employee could do in the future to make them a successful candidate.

### **B. Involuntary Transfers**

1. An involuntary transfer or reassignment shall be made only after a discussion with the employee involved, at which time the employee shall be notified of the reason for said transfer.
2. The District will make every reasonable effort to provide ten (10) days advance notice and provide notification as soon as possible, with written reason(s) for involuntary transfer.
3. An employee being involuntarily transferred or reassigned to a lower wage rate shall suffer no loss of compensation. An employee assigned to a higher wage rate shall receive the higher wage rate.

### **C. Reassignment**

The District will review an employee's options, if they are unable to perform their current jobs due to a health issue or disability which could include applying for OFLA/FMLA; a medical leave without pay as outlined in Article 17; or an interactive process under the Americans with Disabilities Act.

### **D. Return to Work**

In the event of a voluntary resignation of employment and subsequent rehire an employee will be given credit for prior experience for salary schedule placement to a maximum of three (3) years if:

1. The last date of regular (permanent) employment was no more than two (2) years prior to the time of rehire.
2. The position for which the employee was rehired is related to or similar to the position the employee previously held (e.g., Head Cook, rehired as Assistant Cook).

## **Article 15 - Transportation - Employment Conditions**

### **A. Definitions**

1. Route Bus Driver - A member of the bargaining unit who drives students in a school bus from home to school and/or school to home.
2. Special Ed. Driver-A member of the bargaining unit who drives special needs students in a school bus from home to school, school to home and all activities.
3. A short trip is defined as a trip 60 miles or less one-way.
4. Long Trips - A long trip is defined as a trip 61 miles or more one-way.
5. Standby-When the driver is required to be available for duty on call and away from his/her home. Also, standby is limited to periods of time where the driver is required to remain at the bus shop or at such other places as the Transportation supervisor or his/her designee shall designate.
6. Layover -When a driver is required to be away overnight but is not actually driving or on standby for duty.
7. Transportation Paraprofessional -A member of the bargaining unit who assists the bus driver with student management.

### **B. General**

1. Administrative/Scheduling error(s) that cause trip cancellations occurring after noon of the day preceding the trip will result in the driver being paid two hours wages at the prevailing trip rate. Cancellations on the day of the trip will result in the driver being paid two hours wages at the prevailing trip driver rate, except that if the driver is kept in a standby status in excess of two hours, the driver will be paid actual time.
2. Any meeting, training, District driving exam, and/or class required by the District will be paid at the regular hourly rate of pay for the employee.
3. All paid leave (sick leave, holiday, personal, etc.) shall be paid or credited on an actual hour for hour basis. Annual sick leave shall be based upon the weeks regularly scheduled hours per day but shall not be adjusted sooner than every 30 days. Special Education drivers will be afforded sick leave during Special Education summer school extended programs.
4. For purposes of benefits, any driver with 3.50 hours or higher on a regularly scheduled route is eligible for 55% benefits contribution by the District.

5. Any required physical or vision exams required by school bus standards will be fully paid by the District upon presentation of receipt. The District has the right to determine the physician. The District agrees to pay up to two hours regular rate of pay for required physicals with documentation of the appointment. The District agrees to pay hour for hour of regular rate of pay for mandatory drug testing.
6. Testing fees for commercial driver's license will be reimbursed by the District upon presentation of receipt.
7. The District will provide free admission to the events to which the driver drives students when bus attendance is not required.
8. Seniority – A past/previous driver will be able to keep their bidding seniority if they return within one (1) calendar year of leaving, excluding the time in which they separated from the District.

### **C. Relief Drivers**

1. Will be hired/promoted when the candidate/employee meets the requirements of the position. An individual hired as a Driver in Training will not have to reapply to become a relief driver.
2. Hours for a Relief Driver will vary based upon availability and will be on-call for approximately six (6) months. Upon completion of approximately six (6) months (depends on Driver's level of knowledge) as Relief Driver and upon the availability of an open route, the Relief Drive may move to a Route Driver without having to apply.
3. There will be a hiring bonus for all new Relief Drivers of \$3000 over three (3) years, \$750 at signing, \$750 at one (1) year anniversary, \$1500 at two (2) year anniversary.
4. This position is benefit eligible.

### **D. Regular Routes**

1. All bus routes will be bid by seniority each year (September-June) prior to the annual in-service day. New routes or open routes (caused by termination) that occur during the school year will be offered by seniority. A new route is defined as any route that changes plus or minus forty-five (45) minutes per day.
2. Special Education bus routes will be determined once a year during the annual bid prior to the start of the school year. Because of the variation in student population and student needs, Special Education routes will not be subject to the plus or minus forty-five (45) minutes per day definition of a new route. The Special Education assignment is for the school year (September - August).
3. All Special Education bus route times with bus assignments, will be established prior to annual in-service, with adjustments made through the year as needed by the transportation supervisor in consultation with the special education bus drivers. Times established shall not include pre and post bus inspection. All Shuttle runs (any run not connected to am/pm runs) shall be considered a minimum of 1 (one) hour. All down times thirty (30) minutes or less shall be considered as continuous time. Drivers will use the down time between routes

for any maintenance required for their route (i.e. calling parents, meetings with supervisors in regard to route changes and reporting bus incidents.

4. Special Education drivers are eligible for the short trip rotation board and SPED field trip rotation board.
5. Compensation for regular bus/special education routes will include:
  - 45 minutes total pre and post trip bus check;
  - Actual route driving time in 15-minute intervals, time going into next 15 minutes shall be determined by 7 minutes or more going to the next 15 minutes;
  - Any standby time including breakdowns and student safety/evacuation training and no show of special education students; time spent on disciplinary actions of
  - students/employee;
  - Drivers are expected to keep any bus driven clean. All regularly driven buses are to be washed and mopped 2x per month. Compensation of up to 1 and ½ hours for big bus and 1 hour for small bus per wash at regular driver pay.
  - Up to seven (7) hours for year-end small bus cleanup (scheduled by seniority) and up to ten (10) hours for yearend large bus clean up (scheduled by seniority). A small bus consists of 27 passengers and a large bus consists of 84 passengers, or as designated by the District.

## **E. Short Trips**

A Short trip is defined as a trip 60 miles or less one-way.

Short trips will be assigned to five (5) regular route drivers on a six (6) position short trip board on a rotation. Any driver who is unable to take an assigned trip may trade with the approval of the transportation supervisor, providing it is within the same week. If a driver cannot take a trip and is unable to trade, that driver will forfeit his/her turn and go to the bottom of the rotation. Drivers are placed on the short trip assignment board by the transportation supervisor.

Rotation Board: if none of the six can drive a specific trip, then the transportation supervisor will request volunteers from the remainder of the regular route drivers who have trip driver training by seniority. This board will be used whenever possible, subject to conflicts that make doing so unreasonable to one or more drivers.

Compensation for short trips will be determined as follows:

1. All short trip drivers will receive \$1.00 more per hour than their regular rate of pay for all short trips.
2. Continuous pay will be provided for the duration of the trip and will include:

- 45 minutes total pre and post trip bus check;
  - Up to 1 and ½ hours for big bus and 1 hour for small bus per wash at regular driver pay.
3. Payment of meals while on trips:
    - Payment will be based on current District per diem as specified by school board policy.
    - Breakfast - if group departure time is prior to 6:30 a.m.;
    - Lunch - if group departure time is prior to 11:00 a.m.;
    - Dinner - if group arrival time at school is after 7:00 p.m.
  4. No driver can be on both the Long and Short except in emergency situations as determined by the District.
  5. All trip cancellations for short and long trips will result in the driver being compensated when the driver arrived for work on the day of the trip or was held in a standby status and if the driver was unable to drive the morning route due to the cancellation. Compensation to the driver will be two hours at current trip driver rate, or actual time in standby status, whichever is greater.

**F. Long Trips**

A long trip is defined as a trip 61 miles or more one-way.

Long trips will be assigned to five (5) regular route drivers on a six (6) driver position long trip board on a rotation basis. If five (5) regular route drivers do not elect to be on the long trip board, then the transportation supervisor will be able to choose from the remaining drivers with long trip driver experience to fill driver positions. If an additional regular route driver wishes to be placed on the long trip board during the current school year, then the District will have one (1) less driver position on the long trip board if the board is at the six (6) driver capacity. This does not allow for any position to be shared by two drivers at the same time. Each position has one (1) less driver assigned. Any driver who is unable to take an assigned trip may trade with the approval of the transportation supervisor, providing it is within the same week. If a driver cannot take a trip and is unable to trade, that driver will forfeit his/her turn and go to the bottom of the rotation. Drivers are placed on the long trip assignment board by the transportation supervisor.

Rotation Board: If none of the five can drive a specific trip, then the transportation supervisor will request volunteers from the remainder of the drivers and shop personnel who have trip driver training by seniority. This board will be used whenever possible, subject to conflicts that make doing so unreasonable to one or more drivers.

Compensation for long trips will be determined as follows:

1. All long trip drivers will receive \$1.50 more per hour than their regular rate of pay for all long trips.

**G. Day Trips**

1. Continuous pay will be provided for the duration of the trip and will include:
  - 45 minutes total pre and post trip bus check;

- Up to 1 and ½ hours for big bus and 1 hour for small bus per wash at regular driver pay; Any single day trip that includes a motel, the driver will be paid 15 hours pay. When two drivers are used, each will be paid for 12 hours;
- Meals as outlined in the short trip section.

## H. Overnight Trips

### 1 First Day:

- 45 minutes pre & post-trip bus check;
- 8-hour minimum or actual driving/standby time;
- Any single trip when two (2) drivers are used, each will be paid for 12 hours;
- Meals as outlined in the short trip section; Private motel/hotel room.

### 2. Second Day:

- 45 minutes pre & post-trip bus check;
- Second Day - 8-hour minimum or actual driving/standby time;
- Any single trip when two (2) drivers are used, each will be paid for 12 hours;

### 3. If there are additional overnights, the procedures will be the same as outlined above for pre/post bus checks, pay, lodging, and meals.

### 4. Up to 1 and ½ hours for big bus and 1 hour for small bus per wash at regular driver pay;

For all long trips, the driver will be paid their regular long trip rate/hour for breakdowns.

## I. Events that the number of students is less than the capacity of a type 10 vehicle will not require a trip driver.

# Article 16 - Paid Leaves

## A. Sick Leave

1. All employees shall accrue paid sick leave as insurance against the impact of personal illness or injury as provided in ORS 332.507, any allowable uses per ORS 653.601 (Oregon's "sick time" law), or as permitted by other state and federal leave laws (OFLA/FMLA). Sick leave shall be earned at a rate of one day scheduled hours per month and unused sick leave shall accumulate to an unlimited total.
2. In no event will sick leave be available for a day that would not otherwise have been a regular workday. Each employee shall be furnished a statement at the beginning of each

school year showing the number of days of accumulated unused sick leave available.

3. Employees will receive the maximum annual sick leave days beginning their first day of service each year. New employees will be credited with transfer of eligible sick leave beginning their first day of service. Those employees who are employed in mid-year shall have their sick leave prorated to July 1.
4. If an employee voluntarily or involuntarily terminates their employment and if said employee utilizes more sick leave days than they are entitled, the District will reduce the employee's final salary payment by the number of days used beyond those earned.
5. Sick leave can be utilized for personal medical, dental, chiropractic, mental health and optical appointments on an hour for hour basis. Sick leave may be utilized for absence due to personal illness, injury, or any disabling condition, including pregnancy, as verified by a physician.
6. All sick leave accumulated in other Oregon school districts shall be credited to new employees after thirty (30) working days in the District.
7. Upon retirement, the value of one-half of the unused sick leave will be allowed in accordance with PERS administrative rules.
8. Sick leave of five (5) consecutive workdays or more shall be allowed only upon certificate of the member's attending physician that illness or injury prevents the member from working.
9. Members who anticipate an illness or a disability during the school year shall promptly notify the Human Resources Department of such upon verification of physician. The District will require a physician's certificate that a member can perform member's duties prior to and after anticipated illness and disability.

## **B. Sick Leave Donations**

1. Members will be allowed to donate up to six (6) sick days of the donating employee's current hours, per year for a serious health condition as defined by OFLA for members in need of additional sick leave. For example, an employee who works four hours per day would be eligible to donate up to twenty-four (24) hours total per year to the donated leave program.
2. The District will not limit the number of medical emergencies in any given year, but each member cannot donate more than six (6) days of sick leave in anyone (1) year. This donation leave can only be accessed by employees when all other paid leaves are exhausted.
3. This leave is available to employees for care for their immediate family as defined by OFLA.
4. The District and the Association agree that there are times when an employee may need additional leave days should a serious health care condition or bonding with a new child causes an employee to exhaust his/her accumulated sick leave days, personal leave days, and vacation days. A serious health condition is defined by state and Federal FMLA which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. This would also include a serious health condition of an immediate family member as defined by FMLA or OFLA.

5. The District and the Association further agree that employees may apply for the use of up to twenty (20) additional leave days during a school year under the following conditions:
  - The employee must have used all his/her accumulated sick leave.
  - The employee must have used all his/her personal leave.
  - The employee must not be eligible for the lost time compensation under Workers' Compensation.
  - The employee has been absent for five (5) consecutive days or demonstrates a continuing pattern of absence because of a serious health condition.
  - The employee must complete an application form and submit it to the HR Director.
  - The employee must present a physician's statement of illness and other documentation as required.
6. It is agreed that the completed application, physician's statement, and any other documentation will be reviewed by the Klamath Falls City Schools HR Director and the Association President.
7. They will determine whether donated leave for the individual will be granted. If donated leave is not granted the member shall be notified. The action shall not be grievable or subject to appeal.
8. If donated leave is established for the member, a letter will be sent from the Director of Human Resources confirming the leave.
9. This leave is limited in scope to Klamath Falls City Schools classified employees who voluntarily donate sick leave hours using the form provided.
10. Each employee may donate sick leave in hour or day increments up to 6 days, except they must maintain at least 5 days of sick leave in their own bank after the donation.
11. Unused donated sick leave hours will be returned at the end of the school year. This will be determined by the order they were received by the District. The District will notify donors in writing of any unused personal leave to be returned..

### **C. Personal Leave**

1. After an employee's first six months of initial employment, the employee may use two paid days per year (non-accumulative) except 230+ employees may use up to three days. No reason will be required in order to take such a day. When possible, anticipated absence must be arranged with the site administrator, in writing, at least twenty-four (24) hours in advance. 220+ day employees shall receive an extra personal day.
2. Employees will be paid at the employee's established rate of pay for up to two (2) days of unused personal leave day(s) not used during the contract year if a written request is made

to payroll on or before May 15 of the year. This amount shall be included in the employee's last check for the work year. KFACE members who do not request payment for unused days as required above will carry over unused personal leave days into the subsequent work year. Any personal days carried over from the previous year will then have to be on a "use it or lose it" basis in the subsequent school year as they will not be reimbursed if not used.

#### **D. Family Illness Leave**

1. Family illness leave shall be provided in accordance with the Oregon Family Medical Leave Act (OFLA) and the Family Medical Leave Act (FMLA).
2. Immediate family shall be defined according to OFLA or FMLA and determined based on the type of leave by which the employee qualifies.
3. Immediate family members, other than a child of a member (no limitation on children), shall be allowed up to a maximum of five (5) days paid sick leave for illness even if it does not fit the definition of serious health condition. If it fits the definition of serious health condition, members may use all available sick leave.
4. Leave for the illness of other family members and additional family illness leave day may be granted in unusual circumstances on an individual basis, at the discretion of the superintendent and the building site supervisor in which the member is employed. The granting of such leave shall not be considered to entitle any other member in like or similar circumstances to a similar leave.
5. Days used for family illness leave shall be charged against the member's accumulated sick leave. In no instance would the number of days so granted exceed the number of sick leave days accumulated.

#### **E. Bereavement Leave**

1. Upon the death of a family member the employees shall be entitled to five (5) work days leave without loss of pay.
2. The purpose of this leave is to allow the employee the necessary time to attend the funeral and to take care of necessary arrangements.
3. Family member is defined as: spouse/domestic partner, children, parents, grandparents/in-laws, grandchildren, fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, son-in-law or daughter-in-law including step, foster and adopted, aunts, uncles, nieces, nephews and legal guardians.

**F.** Bereavement leave must be completed within one (1) year after the employee receives notice of the passing of the family member.

#### **G. Legal Leave**

1. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system shall be at full salary. This provision shall not apply in any legal proceedings initiated by or on behalf of an employee against the District.
2. Serving as a witness in court/jury duty: if an employee should be subpoenaed to appear as

a witness in a civil or criminal case in court related to the employee's position, or serve jury duty, such time shall be paid leave.

3. The District will grant full pay for mandatory legal leave with the understanding that the employee is to turn over any witness or jury fees to the District up to the employee's daily salary

#### **H. Return from Leave**

1. Upon return from paid leave the employee will return to the same or similar position he/she had prior to leave.
2. Approved paid leaves will not be considered a break in service. There will be no loss of seniority or benefits.

## **Article 17 - Unpaid Leaves**

#### **A. Deduct**

When an employee runs out of all paid accruals including sick, bonus, personal, and vacation time, they may request up to 5 days of deduct time (prorated based upon the number of hours they work in a week). Any deduct time beyond the 5 days will result in a deduction of insurance benefits, which will be taken from the final paycheck of the school year. Requests for deduct beyond 5 days will be grounds for disciplinary action.

#### **B. Medical Leave without Pay**

Employees on sick leave and who have exhausted their sick leave may be allowed medical leave without pay up to twelve (12) months. Requests for such leave shall be made in writing to the superintendent and must be accompanied by a statement from the employee's physician. The District has the option to request a second opinion at District expense. An employee on leave without pay shall, at the end of such leave, return to that employee's former position within the District, or to a position comparable without that employee suffering a loss of pay.

#### **C. Association Leave**

A leave of absence without pay for one school year shall be granted to one employee of the District upon application of the Association for the purpose of serving as an officer of the Oregon Education Association/Oregon Association of Classified Employees and/or National Education Association.

#### **D. Political**

A leave of absence without pay, not to exceed one school year, shall be granted to any employee upon applications for the purpose of serving in a public office.

#### **E. Child Care**

Employees in the unit shall be granted parental leave without pay for a specific period of time, up to one year and upon written request, for the purpose of childbirth and for care of natural or adopted infant children.

#### **F. Education and Student Teaching**

Upon written request, study leave shall be granted to an employee by the District. Such leave shall be for a duration of not more than twelve months. At the end of such leave, the employee shall return to their same job category and classification.

**G. General Leave**

A one (1) month leave without pay will be granted upon request to any member after three (3) consecutive years of employment. Such member will be eligible for an additional unpaid leave after three (3) consecutive years. Member shall be placed in a similar position so long as it exists.

**H. Salary Placement**

Upon return from a leave granted under this article, an employee will be considered as if actively employed by the District during the leave. Employees shall be placed upon the salary schedule without credit for the time spent on leave.

**I. Position Placement**

Unless otherwise stipulated in this Article, upon return from any of the above-mentioned leaves, the employee may be placed in a position similar to that which the employee held KFACE and KFCS Contract Agreement at the time said leave commenced or a position comparable. Without that employee suffering a loss of pay.

**J. Insurance Benefits**

Each employee who takes an unpaid leave of absence will be allowed to continue all insurance benefits at the employee's expense as allowed by the insurance carrier.

**K. Sick Leave/Seniority**

Employees shall not lose their accumulated sick leave or seniority upon unpaid leave of absence. They shall not accumulate further sick leave during such leave, and the time on leave will not count towards seniority.

**L. Use of Paid Leave During LOA**

Employees on an approved unpaid leave are not eligible to utilize paid sick leave (or donations), personal leave, or vacation.

**M.** For employees on an approved LOA granted under this article, the employee shall have 15 calendar days from receipt of certified letter to notify the District of their intent to return and must be able to return by the end of the approved leave. Failure to respond will be considered a voluntary resignation.

## **Article 18 - Reduction in Force**

**A. Definitions:**

1. "Layoff" - A reduction due to lack of work or lack of funds of the entire position held, or a reduction in one or more hours/day, or a reduction that causes loss of eligibility for these benefits: vacation, insurance, or PERS. However, hours that are added to an employee's schedule on a limited term basis (i.e., for an experimental program or short-term need, not to exceed the current school year) and clearly identified as limited term

hours may be deleted without becoming a "layoff."

2. "Qualifications" - The minimum standards of performance required by the District, as per District job description and any special occupational skills.
3. "Bump" - The displacement of one employee by another employee with greater seniority.
4. "Job Category" -The major District employee groupings including Food Service Employees, Paraprofessional, Transportation Employees, Secretaries, Non-Categorical Employees and Business Office Employees.
5. "Classification" - The specific title to which an employee is assigned based on the District's classified employees' classification schedule.
6. "District Seniority" - An employee's total length of continuous service in a bargaining unit position, within Klamath Falls City Schools, since that employee's first day on the job, corresponding to the last date of hire as a regular employee. All authorized paid leave shall be computed as time worked for purposes of seniority. Employees who are laid off and subsequently reinstated or were on approved unpaid leaves of absence, shall retain accumulated seniority for all periods worked, except for the period of layoff, or during the period of an unpaid leave. For the purpose of computing seniority, employees clarified into the unit either by agreement or ERB order shall retain seniority for the time of continuous District service prior to such clarification.
7. "Classification Seniority" - Based on the date of the employee's first day on the job in classification presently held without a break in service. For the purpose of Reduction in Force, all Paraprofessionals will be considered one classification.
8. "Category Seniority" An employee's total length of continuous service in a designated job category.
9. "Non-bargaining unit members" - Employees not described in Article I -Recognition, shall have no rights to bump any bargaining unit member or to utilize the procedures outlined in this Article.
10. "Break in Service" - Voluntary or involuntary termination of one's employment status with the District, excluding paid leaves, authorized unpaid leave, and periods of layoff.

**B.** If the District determines the need for a permanent reduction in its work force, notice of not less than thirty (30) calendar days shall be provided to employees to be laid off and the Association. While the District reserves the right to determine positions to be eliminated, layoffs shall be determined pursuant to the definition in the glossary.

1. Employees shall be laid off within a job category according to District seniority except in case of operation needs for special occupational skills. Where District seniority dates are the same, category seniority shall apply. Ties of category seniority shall be broken by lot.

2. If there are no vacancies in an employee's category, an employee scheduled for layoff may, using District seniority, bump the least senior employee in a lower paid classification with the employee's same job category. An employee may elect the option of layoff in lieu of bumping an employee who is in a lower-paid classification within the same job category.
  3. Any employee to be laid off after (1) and (2) have been followed may retreat to a position formerly held in a different job category if the employee has more total district seniority than another employee in that category. An employee may elect the option of layoff in lieu of bumping an employee who is in a different category.
- C.** An employee who has bumping right under this Article shall be placed in the position held by the least senior employee in that job classification (except where special job skills need to be retained).
1. If that position has more hours than the bumping employee previously worked, the District assigns the bumping employee the extra hours.
  2. If that position has fewer hours than the bumping employee previously worked, the employee may bump into the position. An employee who elects layoff in lieu of accepting less hours shall retain all recall rights.
- D.** Prior to layoff or displacement of employees through the bumping process, the District will place affected employees in existing vacancies within the same classification. Qualified employees will be offered positions with the same number of permanent hours first, positions with up to one additional permanent hour second, and positions with a fewer number of permanent hours last.
- E.** If an employee holds two different positions concurrently in two different job classifications, decisions about reduction in force will be made separately for each part of the employment, in accordance with the provisions above.
- F.** Employees shall be recalled by seniority as openings become available within their pre-layoff classification or a lower-paid classification within the same category for which they are qualified, or within another classification they have previously held in the District and remain qualified for. No new employees will be hired into classifications from which employees are laid off and for which they remain qualified and eligible for recall.
- G.** Qualified employees on layoff status will be considered in-district applicants when applying for positions in a classification not previously held.
- H.** No employee shall have their rights waived for recall for refusing to accept a lower-paid classification or the classification held at time of layoff if less than the hours worked previous to layoff. However, if an employee chooses to bump into positions with lesser hours or lower pay, they shall retain all recall rights.
- I.** The District will provide all eligible employees on layoff with continued paid insurance as allowed for by the collective bargaining agreement, for a period of three (3) months. After the three (3) month period, employees on the recall list may continue insurance at the group rates

at their own expense. During the initial three-month period and throughout the layoff period, the employee may elect to purchase at his/her own expense, group insurance for other family members, in accordance with any restrictions established by the carrier.

- J.** All benefits to which an employee was entitled at the time of his/her layoff will be restored to him/her upon his/her return to active employment, and he/she will be returned to their salary position prior to reduction in force.
- K.** In the event of recall, the District will notify a member of recall by certified mail, return receipt, at the last address given to the District Office by the employee. An employee shall have fifteen (15) calendar days from receipt of the letter to notify the District of his/her intent to return and must be able to return within fifteen (15) calendar days of the letter of intent.
- L.** Layoff status shall automatically terminate if anyone of the following occurs:
  - 1. An employee is not recalled within twenty-four (24) months from the effective date of such layoff.
  - 2. An employee fails to timely respond to recall, the maximum being fifteen (15) calendar days from the date of receipt of a certified letter sent to the employee.
- M.** Upon request the District shall provide the following information to KFACE:
  - 1. A current seniority list.
  - 2. When layoffs have been completed, a list of bargaining unit members who have been laid off to include the employee's job classification(s).

## **Article 19 - Employment Procedures**

### **A. Seniority**

- 1. Seniority, as used in this Agreement unless otherwise specifically stated, shall mean an employee's total length of continuous service with the District since his/her last date of hire. All authorized paid leave shall be considered as continuous employment for the purposes of computing seniority. An employee shall lose all seniority credit in the event of voluntary or involuntary termination.

An employee who is laid off and subsequently reinstated or were on approved unpaid leaves of absences, shall retain accumulated seniority for all periods worked, except for the period of layoff or during the period of an unpaid leave.

- 2. For purposes of computing seniority, employees clarified into the unit either by agreement or ERB order shall retain seniority for the time of continuous District service prior to such clarification.

### **B. Probationary/Permanent Status**

- 1. Permanent status shall occur when an individual has physically worked 120 days, not

including holidays, sick leave, or deduct, as an employee in the District.

2. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the probationary period as above defined.

At no time shall a Classified employee be required to make administrative decisions. Each building shall have in place protocols when administrators are out of the building.

- C. If additional hours become available, on a short term or sporadic basis, at a work site for a specific job classification, employees, by seniority, in that job classification at the work site shall have first opportunity to work the additional hours in that job classification. The additional hours, along with the employee's regular hours, must total 40 hours or less, for the week to qualify.

## **Article 20 - Compensation**

### **A. Wages**

1. ~~2025-26-~~  
Wage Increase of \$3.00 per hour for all cells on the 2024-2025 wage table. Retro pay will

be paid 50% at ratification and 50% in the December 2026 payroll. All retro for members who are employed at the time the payment is made.

Change a Head Cook position to Kitchen Manager with the same salary. Keep Head Cook pay line with the pay line starting at \$17.04 plus amount per hour from above.

Plus 4 levels of Paras as follows:

***Levels of Paras (SPED Stipend Removed)***

Para 1 – \$16.07 + amount per hour from above  
Media/Library  
Clerical

Para 2 - \$16.97 + amount per hour from above  
KBBH  
KECDC – Little Learners  
Transportation – SPED  
EL  
Title 1 & 6  
MTSS  
Pel Babies  
Resource  
Health Aide

Para 3 - \$17.88 + amount per hour from above  
Campus Monitor  
Behavior Reset Center  
Student Success Specialist  
KECDC Complex Needs  
VIP  
Bridge  
Goals  
PASS

Para 4 - \$18.16 + amount per hour above  
Social Communication Support Professionals

2. **2026-27-**  
COLA 3% all positions

3. **2027-28-**  
COLA 3% all positions

**B.** Eligibility for advancement on the step schedule, on July 1 of any contract year, is based upon continuous employment with the District prior to January 1 of the previous contract year. Note Section A above.

Classification Paraprofessional HQ shall be any hired paraprofessional who is ESEA highly

qualified with Klamath Falls City Schools.

- C.** When an employee does not advance on a step (the year after he/she has reached step 10), that employee will receive an additional \$.40 per hour, every year until such time as the employee resigns his/her employment with the District or retires.

Beginning July 1, of each year, a longevity bonus of \$.10 per hour will be added to each employee's annual salary who has worked in a secretarial position continuously for nine months or more during the previous school year.

- D.** Employees will receive 10 monthly paychecks per year except 11- and 12-month employees who will receive the same number of checks as months worked. With the exception of employees with flexible hours throughout the year (ex: Transportation Employees), the District will determine the total salary each employee will earn from July 1 through June 30 of each year and monthly paychecks will reflect an equal division of the total amount to be earned by the employee.
- E.** Any existing employee who voluntarily transfers to another classification will be placed on the step equal to or greater than the step from which they transferred. Any employee who voluntarily transfers to another category will be placed on step equal to or next greater than the wage from which they transferred, if possible. Non-Categorical positions are not considered as the same classification for wage placement or Reduction in Forces. For example, if an employee moves from one non-categorical position to another, the employee will be placed on the step equal to or next greater than the wage from which they transferred. Longevity shall follow the employee.
- F.** When a District employee moves to a secretarial position within the District the salary shall be based on the total hours worked times days of contract divided by number of working hours in a year (2,080) to arrive at the number of years to be credited to them as "worked."
- G.** An employee temporarily assigned by the District to replace an absent employee who is in a higher salary classification shall be considered acting out of classification. An employee required to work out of classification will be entitled to the salary amount for the position with the addition of longevity as described in Sections B, C, and E starting with the first day of the assignment.
- H.** Employees who are employed in more than one classification will be paid according to each classification for the number of hours worked per day per classification. Example: If an employee is a classroom paraprofessional for 4 hours/day and a Bus Driver for 2 hours/day, said employee would be paid for 4 hours at their classroom paraprofessional salary and 2 hours at their Bus Driver salary. Initial salary position in each classification will be described in Sections A, B, and E in this Article.
- I.** Employees who utilize their own personal vehicle for travel from one school to another because of the itinerant nature of their position or are required to utilize their own personal vehicle to conduct their work, will be reimbursed at the then current IRS rate, monthly, upon submitting a mileage log to the District.
- J.** Any employee required to attend a meeting after his or her regularly scheduled workday will

receive their regular rate of pay or overtime if the meeting goes beyond an eight-hour day.

- K.** All less than twelve (12) month employees shall follow the board approved calendar. They will work all days that students are in school. The remaining workdays necessary to meet the conditions of the contract will be determined by the site supervisor.
- L.** The District may give a new secretarial employee up to three (3) years' experience.
  - 1. All secretarial positions will be eight (8) hours. Less than twelve (12) month secretaries will work all days students are in school. The remaining workdays necessary to meet the conditions of the contract will be determined by the secretary and site supervisor.
  - 2. All secretaries will be given twelve (12) equal monthly checks.
  - 3. A substitute will be hired when the secretary is out of the building on student contact days only.
- M.** The District will reimburse food service employees up to \$100.00 per year for job related footwear. Employees will provide receipts and shoes for inspection.
- N.** The District agrees to pay District identified staff the sum of \$50 per month toward deferment of the employee's cell phone expense. The employee shall maintain cell phone service for the purpose of being available to communicate by cell phone as appropriate during the term of this agreement.

## **Article 21 - Public Employees Retirement System Pick-up**

- A.** The District shall not withhold from members' monthly salaries the employee contributions/payments required by ORS 238.200.
- B.** The District shall "pick-up," assume and pay the six percent (6%) employee contribution/payment required by ORS 238.200. The full amount of required employee contributions/payments as "picked-up", and paid pursuant to this Section (B2) shall be considered as "salary" within the meaning of ORS 238.005(26) with respect to PERS for the purpose of computing and employee member's "final average salary" within the meaning of ORS 238.005 (9), but shall not be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 238.200 and shall be considered to be employee contributions for all purposes under Chapter 238.

## **Article 22 - Insurance**

**A. Insurance Premiums - Maximum District Contributions:**

Effective July 1, 2025, the District will make available medical insurance for each member and eligible dependents, similar in medical, vision and dental benefits to those provided in 2024-2025. For 2025-2026, the District insurance contribution will increase by 3.4%. For 2026-2027 and 2027-2028, the increase will be the aggregate OEBB increase up to 5%. If the increase is above 5%, the Association and the District shall re-open this section only.

**B. Insurance Contributions- Maximum Contributions by District:**

1. *Less than 12 Month Employees:*

30-40 hours per week	80% District Contribution
20-29.99 hours per week	55% District Contribution

<b>Maximum District Contributions</b>	<b>2025-2026</b>
Full Family	\$2285
Employee/Spouse	1665
Employee/Child	\$1458
Employee Only	\$764

2. *12- Month Employees:*

30-40 hours per week	100% District Contribution
20-29.99 hours per week	80% District Contribution
Secretaries/Business:	100% District Contribution

<b>Maximum District Contributions</b>	<b>2025-2026</b>
Full Family	\$2244
Employee/Spouse	\$1581
Employee/Child	\$1382
Employee Only	\$728

3. The District and KFACE will work with the Insurance Committee to review alternate plans and cost containment options to make every reasonable effort to provide a medical, dental and vision plan at the previous year's employee premium rates.

4. For employees that will have to pay "out of pocket" for a portion of the insurance premiums, the following procedure will be followed:

- The District will continue to make available a Section 125 Cafeteria Plan (which cannot be used for premiums).
- Employees who select an insurance package with a cost greater than the maximum District contribution shall have the difference deducted from their paychecks.

**C.** 30-40-hour per week employees who are married to KFCS employees shall both be eligible to enroll in dental and vision coverage.

**D.** The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over potential

changes in the benefit package or carrier.

- E.** In the event that premiums increase during the term of the contract, the District Insurance Committee will work collaboratively to re-design the plan and make recommendations for implementation which may include increases in deductible or out of pocket expenses to members.
- F.** The District will withdraw equal premium amounts for the twelve (12) monthly insurance payments from each of the paychecks an affected employee is to receive for the year.
- G.** It is understood and agreed that any employees eligible for insurance coverage under any state offered health plans that do not meet the requirements for eligibility under this contract will not receive any district contribution. Furthermore, by enrolling in any of the plans he/she agrees to a payroll deduction for the full premiums of selected plans including any administration fees.
- H.** There will be no "unused employer contribution" to be used toward other coverages and no funds will be paid as cash. The District and the Union agree premiums shall include any administrative fees. Any administrative costs assessed by OEBB shall be considered to be part of premium costs for the insurance program and are subject to the same contribution limitations stated above. The District will not be responsible for any costs associated with the insurance program beyond the negotiated contribution.
- I.** Subject to state law and the rules and regulations of the insurance carrier, bargaining unit members may waive insurance benefits the employee would otherwise be entitled to in accordance with this Article. Members who waive insurance benefits in a timely manner will not have any employee contribution towards insurance withheld from their paychecks for the duration of the waiver. Employees will not be entitled to any alternative financial compensation in lieu of the District's premium contributions and the district will have no other obligation to the employee or the bargaining unit as a result of a member's decision to waive insurance benefits.
- J.** The District maximum contribution is based upon the medical plan the employee selects. If the employee opts out of a medical plan and chooses to enroll in dental and/or vision coverage, their dental and/or vision premium will be paid at 100% up to the district cap, for the members choice of plan (prorated based upon FTE). If an employee chooses not to cover additional family members for medical but adds them to dental and/or vision insurance, the family member's premiums for dental and/or vision will be paid at 100% for the members choice of plan (prorated based upon FTE).
- K.** Transportation drivers whose hours change mid-year will not have their health insurance premiums change more often than one (1) time every 60 days.

## **Article 23 - Separability and Compliance**

- A.** If any provision of the Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Upon request of the District or the Association, the parties will agree to meet at a mutually agreed upon time and negotiate over a replacement provision.
- B.** Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C.** If a merger or boundary change occurs, the District or the Association will agree to meet and discuss the impact and the process to be used.

## **Article 24 - Employee Assistance Plan/Childcare**

- A.** The District will provide an Employee Assistance Plan (EAP), which allows each employee to refer themselves confidentially to the EAP provider. To protect confidentiality, any data, which the provider transmits to the District, shall be summary only.
- B.** The District agrees to provide KFACE staff access to open District sponsored Daycare spots for children age six (6) weeks to age 5 at a reduced rate. Staff will be charged at Pelican Babies, \$5.00 per hour and must apply through the Business Office for a \$2.00 reimbursement. For children enrolling at KECDC, staff will be charged \$430 for full-time and \$215 for part-time rates. Full- and Half-time rates are not reducible, if the child does not attend. KECDC rates are paid via automatic payroll deduction. It is understood that these are on a first-come, first serve basis and the District has a limited number of spots available. Any unused spots will then be offered to the community. Any subsidy the District provides for employee daycare is considered a district benefit.

## **Article 25 - Provisions Regarding Site-Based Decision-Making Programs**

- A.** The site teams shall establish their own meeting schedule.
- B.** Site committees established by the District shall adhere to state laws, school board policies, and collective bargaining agreements. Participation on site-based committees shall be voluntary and shall not be used as an evaluative criterion.

## Article 26 - Retirement

**A.** Employees who are PERS eligible to retire and/or are age 55 or older and have been employed by the Klamath Falls city Schools for at least (10) years shall receive one (1) months' salary, fifteen years or more shall receive two (2) months' salary and twenty-five (25) years or more shall receive \$20.00 per year for each year of service plus two (2) months' salary.

### **B. Tax-Sheltered Annuity (TSA)**

Employees may enroll in a tax-deferred compensation program (e.g. 403(b) program). The tax-deferred compensation program will require a matching contribution from the employee in order to receive the District's contribution. For all TSA options, members qualify based upon the number of years worked in the District.

1. For employees who work from date of hire to eight (0-8) years of service, the District will match a contribution up to one hundred dollars (\$100) per month to a tax-deferred compensation program of the employee's choice.
2. For employees with eight (8) or more years of service, the District will match a contribution up to two hundred dollars (\$200) per month to a tax-deferred compensation program of the employee's choice. Employees shall be eligible for this benefit until the date of retirement.

### **C. Re-Employed Unit Members**

All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re- employed unit members, except those rights and/or benefits expressly set forth below as exclusions.

1. Employees who retire from the Klamath Falls City Schools and who are subsequently re-hired to finish the current school year will be employed under the following conditions:
  - Employees will be employed as interim employees to finish the current school year.
  - Employees will receive his/her current contracted salary for a period not to exceed his/her current contracted year.
  - Members will receive one day of paid sick leave per contract month (cumulative) at the beginning of service period if the employee still has leave available when they retire.
  - Employees will be reimbursed for their personal leave day(s) if they have not used them prior to their retirement.
  - Employees will be provided with paid holidays.
  - The date that the employee retires will end the employee's entitlement to the longevity pay benefit.
  - Employees will be eligible for the Sick Leave Donation Program.
  - Employees may continue to pay KFACE dues in accordance to the KFACE Collective Bargaining Agreement.
  - The District will make payments to PERS for the re-employed unit member who is already drawing PERS benefits, if mandated by state law.

2. An employee will be eligible for re-hire as a new hire. Employees will be eligible for all benefits of a new hire. The District will make payments to PERS for the employed unit member, as mandated by state law. If the employee elects new hire medical coverage, they shall defer any early retirement medical insurance benefits for which they are eligible, until after their re-employment period ends. The cap for their early retirement medical insurance will remain the same as when they retired.

## **Article 27 – Safety and Disrupted Learning**

The District shall provide a safe and healthful working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being. Buildings will be maintained to ensure that such safe working conditions are possible. The District will not retaliate against any employee who reports health, safety, or environmental incidents within a building. The District will immediately inform employees when they are potentially exposed to contagious diseases, viruses, or other environmental hazards.

### **A. Disrupted Learning**

The District will inform employees of any student they supervise who presents a safety risk to students or employees when the District is aware of such information. Classified staff will be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing these behaviors. This will include transition meetings for all students entering district schools from a mental or behavioral health facility (e.g. KBBH, Pineview, JDH). Behavior support plans will be accessible to appropriate classified staff in the student information system.

### **B. KFCS will provide the following structure to promote student and staff safety:**

1. Administrators will provide Tier I behavioral and social/emotional training for all employees district-wide. Teachers will teach adopted Tier I behavioral and social/emotional instruction to students at every site.
2. Behavior Teams will be established at every school that meets at least monthly. Team members will include: principal, dean of students, MTSS Lead (where applicable), Behavior Analyst (when needed), special education teacher. And a classified representative, if available. General education teachers and classified staff (e.g. paraprofessional) will provide input to this team. The Behavior Team shall consult with and obtain input from Transportation regarding specific student behaviors. The behavior team will report back to Transportation regarding any recommendations for individual students.
3. A district-wide Behavior Team will be established and will meet at least once per quarter. Team members will include: one representative from each building behavior team, Behavior Analyst, Special Services Director, and Elementary and Secondary Curriculum Directors.
4. A consistent district-wide response to disrupted learning will be determined by the

District Behavior Team no later than September 15th of each year. This plan may be modified throughout the year as determined necessary by this team.

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

## **Article 28 - Strikes and Lockouts**

- A.** The Association agrees that during the term of this Agreement, its membership will not participate in a strike, work stoppage, or honor other picket lines.
- B.** There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

## **Article 29 - Funding**

If the District is unable to fund the economic provisions of this Agreement, the entire Agreement shall be reopened for negotiations and the parties shall retain all rights and duties afforded under ORS Chapter 243 (PECBA). Bargaining shall be pursuant to ORS 243.698, 90-day interim bargaining.

## **Article 30 - Duration of Agreement**

This Agreement shall be effective as of July 1, 2025, and shall continue in effect until June 30, 2028.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This agreement supersedes all previous Collective Bargaining Agreements, Memorandums of Understandings unless specifically dated.

In witness whereof, the Association has caused this Agreement to be signed by its president and the Board has caused this Agreement to be signed by its chairpersons.

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

## Appendix A - KFACE Salary Schedule 2025-2026

<b>Classifications</b>										
<b>Food Service</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Kitchen Manager	\$21.17	\$21.71	\$22.27	\$22.87	\$23.41	\$24.02	\$24.56	\$25.08	\$25.68	\$26.28
Head Cook (KUHS/PMS)	\$20.04	\$20.55	\$21.08	\$21.62	\$22.18	\$22.75	\$23.35	\$23.96	\$24.59	\$25.23
Assistant Cooks	\$18.91	\$19.39	\$19.88	\$20.39	\$20.91	\$21.45	\$22.00	\$22.57	\$23.16	\$23.76
<b>Transportation</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Relief Driver/Bus Driver	\$27.76	\$28.32	\$28.90	\$29.49	\$30.09	\$30.70	\$31.34	\$32.00	\$32.67	\$33.36
Router	\$27.77	\$28.33	\$28.91	\$29.50	\$30.10	\$30.71	\$31.35	\$32.01	\$32.68	\$33.37
Transportation Specialist	\$22.07	\$22.64	\$23.23	\$23.83	\$24.46	\$25.10	\$25.76	\$26.45	\$27.15	\$27.88
<b>Paraprofessionals</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<i>Para 1 -</i>	\$19.07	\$19.55	\$20.05	\$20.56	\$21.09	\$21.63	\$22.19	\$22.76	\$23.36	\$23.97
Media/Library										
Clerical										
<i>Para 2 -</i>	\$19.97	\$20.48	\$21.00	\$21.54	\$22.10	\$22.67	\$23.26	\$23.87	\$24.50	\$25.14
KBBH										
KECDC - Little Learners										
Transportation - SPED										
EL										
Title I & VI										
MTSS										
Pel Babies										
Resource										
Health Aide										
<i>Para 3-</i>	\$20.88	\$21.42	\$21.96	\$22.51	\$23.11	\$23.71	\$24.33	\$24.98	\$25.64	\$26.31
Campus Monitor										
Behavior Reset Center										
Student Success Specialist										
KECDC- Complex Needs										
VIP										
Bridge										
Goals										
PASS										
<i>Para 4-</i>	\$21.16	\$21.70	\$22.27	\$22.84	\$23.44	\$24.06	\$24.68	\$25.34	\$26.01	\$26.70
Social Communication Support Professional										
<b>Business Office Employees</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Assistant PR Clerk/Accounts Payable	\$26.14	\$26.71	\$27.28	\$27.92	\$28.51	\$29.15	\$29.80	\$30.46	\$30.88	\$31.84
Medicaid Billing Specialist/Grant Coordinator	\$26.14	\$26.71	\$27.28	\$27.92	\$28.51	\$29.15	\$29.80	\$30.46	\$30.88	\$31.84

Continue to Next Page

<b>Secretary</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Secretaries	\$19.44	\$19.94	\$20.44	\$20.97	\$21.51	\$22.06	\$22.64	\$23.22	\$23.84	\$24.45
LOEC/Administrative Assistant	\$21.15	\$21.54	\$21.99	\$22.45	\$22.88	\$23.36	\$23.81	\$24.28	\$24.79	\$25.31
KU Bookkeeper	\$22.06	\$22.63	\$23.22	\$23.83	\$24.45	\$25.09	\$25.75	\$26.42	\$27.15	\$27.87

<b>IMTC</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Technology 1	\$22.02	\$22.59	\$23.18	\$23.79	\$24.41	\$25.05	\$25.69	\$26.38	\$27.10	\$27.80
Technology 2	\$25.75	\$26.47	\$27.15	\$27.90	\$28.62	\$29.41	\$30.19	\$31.02	\$31.85	\$32.71
Network Specialist	\$34.75	\$35.70	\$36.68	\$37.69	\$38.73	\$39.81	\$40.91	\$42.04	\$43.22	\$44.44
Application & Data Analyst	\$31.35	\$32.20	\$33.07	\$33.98	\$34.90	\$35.87	\$36.85	\$37.86	\$38.90	\$39.98

<b>Non-Categorical Paraprofessionals</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Adult Ed/ESL Instructor	\$19.92	\$20.45	\$20.97	\$21.49	\$22.04	\$22.63	\$23.21	\$23.81	\$24.43	\$25.07
Case Worker	\$22.02	\$22.59	\$23.18	\$23.79	\$24.40	\$25.05	\$25.69	\$26.37	\$27.09	\$27.79
Home to School Liaison	\$22.02	\$22.59	\$23.18	\$23.79	\$24.40	\$25.05	\$25.69	\$26.37	\$27.09	\$27.79
Title V	\$22.48	\$23.08	\$23.66	\$24.28	\$24.93	\$25.59	\$26.25	\$26.97	\$27.68	\$28.43
Volunteer Coord/Case Manager/Teen Parent	\$22.02	\$22.59	\$23.18	\$23.79	\$24.40	\$25.05	\$25.69	\$26.37	\$27.09	\$27.79
Migrant Bilingual Data Tech	\$22.02	\$22.59	\$23.18	\$23.79	\$24.40	\$25.05	\$25.69	\$26.37	\$27.09	\$27.79
Anchor Room	\$20.88	\$21.42	\$21.96	\$22.51	\$23.11	\$23.71	\$24.33	\$24.98	\$25.64	\$26.31
Adult Ed Chief Exam/Curriculum Specialist	\$21.45	\$21.98	\$22.55	\$23.15	\$23.76	\$24.38	\$25.02	\$25.67	\$26.34	\$27.07
Elementary Tech/Assessment Specialist	\$18.54	\$19.01	\$19.48	\$19.97	\$20.48	\$21.00	\$21.53	\$22.10	\$22.68	\$23.26
College and Career Coordinator	\$28.51	\$29.28	\$30.07	\$30.88	\$31.73	\$32.57	\$33.47	\$34.37	\$35.33	\$36.29
Transitions Coordinator	\$28.51	\$29.28	\$30.07	\$30.88	\$31.73	\$32.57	\$33.47	\$34.37	\$35.33	\$36.29
Archivist	\$17.83	\$18.28	\$18.73	\$19.21	\$19.70	\$20.20	\$20.72	\$21.24	\$21.79	\$22.35
Communications Coordinator	\$28.51	\$29.28	\$30.07	\$30.88	\$31.73	\$32.57	\$33.47	\$34.37	\$35.33	\$36.29
Title IV Indian Ed Lead Liaison and Program Coordinator	\$25.75	\$26.47	\$27.15	\$27.90	\$28.62	\$29.41	\$30.19	\$31.02	\$31.85	\$32.71
Registered Behavior Technician	\$22.05	\$22.62	\$23.21	\$23.82	\$24.44	\$25.08	\$25.75	\$26.43	\$27.13	\$27.86

## Appendix B - KFACE Salary Schedule 2026-2027

<b>Classifications</b>										
<b>Food Service</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Kitchen Manager	\$21.81	\$22.36	\$22.94	\$23.56	\$24.11	\$24.74	\$25.30	\$25.83	\$26.45	\$27.07
Head Cook (KUHS/PMS)	\$20.64	\$21.17	\$21.71	\$22.27	\$22.84	\$23.44	\$24.05	\$24.68	\$25.32	\$25.99
Assistant Cooks	\$19.48	\$19.97	\$20.48	\$21.00	\$21.54	\$22.09	\$22.66	\$23.25	\$23.85	\$24.47
<b>Transportation</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Relief Driver/Bus Driver	\$28.59	\$29.17	\$29.77	\$30.37	\$30.99	\$31.62	\$32.28	\$32.96	\$33.65	\$34.36
Router	\$28.60	\$29.18	\$29.78	\$30.39	\$31.00	\$31.63	\$32.29	\$32.97	\$33.66	\$34.37
Transportation Specialist	\$22.73	\$23.32	\$23.92	\$24.55	\$25.19	\$25.85	\$26.54	\$27.24	\$27.97	\$28.71
<b>Paraprofessionals</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<i>Para 1 -</i>	\$19.64	\$20.14	\$20.65	\$21.18	\$21.72	\$22.28	\$22.86	\$23.44	\$24.06	\$24.69
Media/Library										
Clerical										
<i>Para 2 -</i>	\$20.57	\$21.09	\$21.63	\$22.19	\$22.76	\$23.35	\$23.96	\$24.59	\$25.23	\$25.90
KBBH										
KECDC - Little Learners										
Transportation - SPED										
EL										
Title I & VI										
MTSS										
Pel Babies										
Resource										
Health Aide										
<i>Para 3-</i>	\$21.51	\$22.06	\$22.62	\$23.19	\$23.80	\$24.42	\$25.06	\$25.73	\$26.41	\$27.10
Campus Monitor										
Behavior Reset Center										
Student Success Specialist										
KECDC- Complex Needs										
VIP										
Bridge										
Goals										
PASS										
<i>Para 4-</i>	\$21.79	\$22.35	\$22.94	\$23.53	\$24.14	\$24.78	\$25.42	\$26.10	\$26.79	\$27.50
Social Communication Support Professional										
<b>Business Office Employees</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Assistant PR Clerk/Accounts Payable	\$26.92	\$27.51	\$28.10	\$28.76	\$29.37	\$30.02	\$30.69	\$31.37	\$31.81	\$32.80
Medicaid Billing Specialist/Grant Coordinator	\$26.92	\$27.51	\$28.10	\$28.76	\$29.37	\$30.02	\$30.69	\$31.37	\$31.81	\$32.80

Continue to Next Page

<b>Secretary</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Secretaries	\$20.02	\$20.54	\$21.05	\$21.60	\$22.16	\$22.72	\$23.32	\$23.92	\$24.56	\$25.18
LOEC/Administrative Assistant	\$21.78	\$22.19	\$22.65	\$23.12	\$23.57	\$24.06	\$24.52	\$25.01	\$25.53	\$26.07
KU Bookkeeper	\$22.72	\$23.31	\$23.92	\$24.54	\$25.18	\$25.84	\$26.52	\$27.21	\$27.96	\$28.71

<b>IMTC</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Technology 1	\$22.68	\$23.27	\$23.88	\$24.50	\$25.14	\$25.80	\$26.46	\$27.17	\$27.91	\$28.63
Technology 2	\$26.52	\$27.26	\$27.96	\$28.74	\$29.48	\$30.29	\$31.10	\$31.95	\$32.81	\$33.69
Network Specialist	\$35.79	\$36.77	\$37.78	\$38.82	\$39.89	\$41.00	\$42.14	\$43.30	\$44.52	\$45.77
Application & Data Analyst	\$32.29	\$33.17	\$34.06	\$35.00	\$35.95	\$36.95	\$37.96	\$39.00	\$40.07	\$41.18

<b>Non-Categorical Paraprofessionals</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Adult Ed/ESL Instructor	\$20.52	\$21.06	\$21.60	\$22.13	\$22.70	\$23.31	\$23.91	\$24.52	\$25.16	\$25.82
Case Worker	\$22.68	\$23.27	\$23.88	\$24.50	\$25.13	\$25.80	\$26.46	\$27.16	\$27.90	\$28.62
Home to School Liaison	\$22.68	\$23.27	\$23.88	\$24.50	\$25.13	\$25.80	\$26.46	\$27.16	\$27.90	\$28.62
Title V	\$23.15	\$23.77	\$24.37	\$25.01	\$25.68	\$26.36	\$27.04	\$27.78	\$28.51	\$29.28
Volunteer Coord/Case Manager/Teen Parent	\$22.68	\$23.27	\$23.88	\$24.50	\$25.13	\$25.80	\$26.46	\$27.16	\$27.90	\$28.62
Migrant Bilingual Data Tech	\$22.68	\$23.27	\$23.88	\$24.50	\$25.13	\$25.80	\$26.46	\$27.16	\$27.90	\$28.62
Anchor Room	\$21.51	\$22.06	\$22.62	\$23.19	\$23.80	\$24.42	\$25.06	\$25.73	\$26.41	\$27.10
Adult Ed Chief Exam/Curriculum Specialist	\$22.09	\$22.64	\$23.23	\$23.84	\$24.47	\$25.11	\$25.77	\$26.44	\$27.13	\$27.88
Elementary Tech/Assessment Specialist	\$19.10	\$19.58	\$20.06	\$20.57	\$21.09	\$21.63	\$22.18	\$22.76	\$23.36	\$23.96
College and Career Coordinator	\$29.37	\$30.16	\$30.97	\$31.81	\$32.68	\$33.55	\$34.47	\$35.40	\$36.39	\$37.38
Transitions Coordinator	\$29.37	\$30.16	\$30.97	\$31.81	\$32.68	\$33.55	\$34.47	\$35.40	\$36.39	\$37.38
Archivist	\$18.36	\$18.83	\$19.29	\$19.79	\$20.29	\$20.81	\$21.34	\$21.88	\$22.44	\$23.02
Communications Coordinator	\$29.37	\$30.16	\$30.97	\$31.81	\$32.68	\$33.55	\$34.47	\$35.40	\$36.39	\$37.38
Title IV Indian Ed Lead Liaison and Program Coordinator	\$26.52	\$27.26	\$27.96	\$28.74	\$29.48	\$30.29	\$31.10	\$31.95	\$32.81	\$33.69
Registered Behavior Technician	\$22.71	\$23.30	\$23.91	\$24.53	\$25.17	\$25.84	\$26.52	\$27.22	\$27.95	\$28.69

## Appendix C - KFACE Salary Schedule 2027-2028

<b>Classifications</b>										
<b>Food Service</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Kitchen Manager	\$22.46	\$23.03	\$23.63	\$24.26	\$24.84	\$25.48	\$26.06	\$26.61	\$27.24	\$27.88
Head Cook (KUHS/PMS)	\$21.26	\$21.80	\$22.36	\$22.94	\$23.53	\$24.14	\$24.77	\$25.42	\$26.08	\$26.77
Assistant Cooks	\$20.06	\$20.57	\$21.09	\$21.63	\$22.18	\$22.76	\$23.34	\$23.94	\$24.57	\$25.21
<b>Transportation</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Relief Driver/Bus Driver	\$29.45	\$30.04	\$30.66	\$31.29	\$31.92	\$32.57	\$33.25	\$33.95	\$34.66	\$35.39
Router	\$29.46	\$30.06	\$30.67	\$31.30	\$31.93	\$32.58	\$33.26	\$33.96	\$34.67	\$35.40
Transportation Specialist	\$23.41	\$24.02	\$24.64	\$25.28	\$25.95	\$26.63	\$27.33	\$28.06	\$28.80	\$29.57
<b>Paraprofessionals</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<i>Para 1 -</i>	\$20.23	\$20.74	\$21.27	\$21.81	\$22.37	\$22.95	\$23.54	\$24.15	\$24.78	\$25.43
Media/Library										
Clerical										
<i>Para 2 -</i>	\$21.19	\$21.73	\$22.28	\$22.86	\$23.45	\$24.05	\$24.68	\$25.32	\$25.99	\$26.67
KBBH										
KECDC - Little Learners										
Transportation - SPED										
EL										
Title I & VI										
MTSS										
Pel Babies										
Resource										
Health Aide										
<i>Para 3-</i>	\$22.15	\$22.72	\$23.30	\$23.88	\$24.52	\$25.15	\$25.81	\$26.50	\$27.20	\$27.91
Campus Monitor										
Behavior Reset Center										
Student Success Specialist										
KECDC- Complex Needs										
VIP										
Bridge										
Goals										
PASS										
<i>Para 4-</i>	\$22.45	\$23.02	\$23.63	\$24.23	\$24.87	\$25.53	\$26.18	\$26.88	\$27.59	\$28.33
Social Communication Support Professional										
<b>Business Office Employees</b>										
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Assistant PR Clerk/Accounts Payable	\$27.73	\$28.34	\$28.94	\$29.62	\$30.25	\$30.93	\$31.61	\$32.32	\$32.76	\$33.78
Medicaid Billing Specialist/Grant Coordinator	\$27.73	\$28.34	\$28.94	\$29.62	\$30.25	\$30.93	\$31.61	\$32.32	\$32.76	\$33.78

Continue to Next Page

<b>Secretary</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Secretaries	\$20.62	\$21.15	\$21.68	\$22.25	\$22.82	\$23.40	\$24.02	\$24.63	\$25.29	\$25.94
LOEC/Administrative Assistant	\$22.44	\$22.85	\$23.33	\$23.82	\$24.27	\$24.78	\$25.26	\$25.76	\$26.30	\$26.85
KU Bookkeeper	\$23.40	\$24.01	\$24.63	\$25.28	\$25.94	\$26.62	\$27.32	\$28.03	\$28.80	\$29.57

<b>IMTC</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Technology 1	\$23.36	\$23.97	\$24.59	\$25.24	\$25.90	\$26.58	\$27.25	\$27.99	\$28.75	\$29.49
Technology 2	\$27.32	\$28.08	\$28.80	\$29.60	\$30.36	\$31.20	\$32.03	\$32.91	\$33.79	\$34.70
Network Specialist	\$36.87	\$37.87	\$38.91	\$39.99	\$41.09	\$42.23	\$43.40	\$44.60	\$45.85	\$47.15
Application & Data Analyst	\$33.26	\$34.16	\$35.08	\$36.05	\$37.03	\$38.05	\$39.09	\$40.17	\$41.27	\$42.41

<b>Non-Categorical Paraprofessionals</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Adult Ed/ESL Instructor	\$21.13	\$21.70	\$22.25	\$22.80	\$23.38	\$24.01	\$24.62	\$25.26	\$25.92	\$26.60
Case Worker	\$23.36	\$23.97	\$24.59	\$25.24	\$25.89	\$26.58	\$27.25	\$27.98	\$28.74	\$29.48
Home to School Liaison	\$23.36	\$23.97	\$24.59	\$25.24	\$25.89	\$26.58	\$27.25	\$27.98	\$28.74	\$29.48
Title V	\$23.85	\$24.49	\$25.10	\$25.76	\$26.45	\$27.15	\$27.85	\$28.61	\$29.37	\$30.16
Volunteer Coord/Case Manager/Teen Parent	\$23.36	\$23.97	\$24.59	\$25.24	\$25.89	\$26.58	\$27.25	\$27.98	\$28.74	\$29.48
Migrant Bilingual Data Tech	\$23.36	\$23.97	\$24.59	\$25.24	\$25.89	\$26.58	\$27.25	\$27.98	\$28.74	\$29.48
<u>Anchor</u> Room	\$22.15	\$22.72	\$23.30	\$23.88	\$24.52	\$25.15	\$25.81	\$26.50	\$27.20	\$27.91
Adult Ed Chief Exam/Curriculum Specialist	\$22.76	\$23.32	\$23.92	\$24.56	\$25.21	\$25.86	\$26.54	\$27.23	\$27.94	\$28.72
Elementary Tech/Assessment Specialist	\$19.67	\$20.17	\$20.67	\$21.19	\$21.73	\$22.28	\$22.84	\$23.45	\$24.06	\$24.68
College and Career Coordinator	\$30.25	\$31.06	\$31.90	\$32.76	\$33.66	\$34.55	\$35.51	\$36.46	\$37.48	\$38.50
Transitions Coordinator	\$30.25	\$31.06	\$31.90	\$32.76	\$33.66	\$34.55	\$35.51	\$36.46	\$37.48	\$38.50
Archivist	\$18.92	\$19.39	\$19.87	\$20.38	\$20.90	\$21.43	\$21.98	\$22.53	\$23.12	\$23.71
Communications Coordinator	\$30.25	\$31.06	\$31.90	\$32.76	\$33.66	\$34.55	\$35.51	\$36.46	\$37.48	\$38.50
Title IV Indian Ed Lead Liaison and Program Coordinator	\$27.32	\$28.08	\$28.80	\$29.60	\$30.36	\$31.20	\$32.03	\$32.91	\$33.79	\$34.70
Registered Behavior Technician	\$23.39	\$24.00	\$24.62	\$25.27	\$25.93	\$26.61	\$27.31	\$28.04	\$28.78	\$29.55

## Appendix D Contract Glossary

This Glossary is for informational purposes only. Definitions may change but will not be updated in this attachment. This attachment is not grievable.

**"Accident"** Damage occurring as the result of fault of the driver." *"Fault"* is defined as any damage done to the bus, district property, property owned by private party, business, or other government agency in excess of \$500.00. It also includes hitting a pedestrian on or off school property. And it includes any incident in which the bus driver is cited by law enforcement while on the job. Fault will not include any accident when the other driver is cited for being responsible for the accident.

**"Aggrieved"** - The person or persons who has the grievance and is presenting the complaint, also referred to as the complainant.

**"Association"**- KFACE, representing the classified personnel which has been elected by a majority vote of those respective employees. to represent, bargain and negotiate its members wages, hours, and working conditions of their employment.

**"Bargaining Unit"** - A group of employees, both members and non-members of a union who are represented by a collective bargaining agreement.

**"Break in Service"**- Voluntary or involuntary termination of one's employment status with the District, excluding paid leaves, authorized unpaid leave, and periods of layoff.

**"Bump"** - The displacement of one employee by another employee with greater seniority.

**"Calculating Equal Checks"** – The formula to calculate 10 equal paychecks (if that is how you are paid) is as follows: Take the number of days that your position is supposed to work multiply that by the hourly rate of pay, then multiply that by the number of hours per day that you are supposed to work, and then divide that by 10. Example –  $179(\text{days}) \times (\$)16 = 2864 \times 7(\text{hours}) = 20,048 / 10(\text{months}) = \$2004.80$  before taxes.

**"Category Seniority"** - An employee's total length of continuous service in a designated job category.

**"Classification"** - The specific title to which an employee is assigned based on the District's classified employees' classification schedule.

**"Classification Seniority"** - Based on the date of the employee's first day on the job in classification presently held without a break in service. For the purpose of Reduction in Force, all Paraprofessionals will be considered one classification.

**"Consultant"** The one who advises either party in interest.

**"District Seniority"** - An employee's total length of continuous service in a bargaining unit position, within Klamath Falls City Schools, since that employee's first day on the job, corresponding to the last date of hire as a regular employee. All authorized paid leave shall be computed as time worked for purposes of seniority. Employees who are laid off and subsequently reinstated or were on approved unpaid leaves of absence, shall retain accumulated seniority for

all periods worked, except for the period of layoff, or during the period of an unpaid leave. For the purpose of computing seniority, employees clarified into the unit either by agreement or ERB order shall retain seniority for the time of continuous District service prior to such clarification.

**"Employment Relations Board"** A state agency that resolves labor relations disputes, determines union representation matters primarily for public employers, public employees, and labor organizations.

**"FMLA"** - Family and Medical Leave Act that is a federal law that provides eligible employees to take up to 12 weeks of unpaid, job protected leave per year for qualifying family and medical reasons.

**"Grievance"**- A complaint by a bargaining unit member or group of members that there has been a violation of any provisions of the contract or established school board policy.

**"Immediate Supervisor"** The one who has direct administrative or supervisory responsibility over the aggrieved in the area of grievance as stated in school board policy.

**"Involuntary Transfer"** - The reassignment of an employee from one position, location, or department to another **at the direction of the employer**, rather than at the employee's request.

**"Job Category"** -The major District employee groupings including Food Service Employees, Paraprofessional, Transportation Employees, Secretaries, Non-Categorical Employees. and Business Office Employees.

**"Layoff"** - A reduction of the entire position held, or a reduction in one or more hours/day, or a reduction that causes loss of eligibility for these benefits: vacation, insurance, or PERS. However, hours that are added to an employee's schedule on a limited term basis (i.e., for an experimental program or short-term need, not to exceed the current school year) and clearly identified as limited term hours may be deleted without becoming a layoff.

**"Layover"** - When a bus driver is required to be away overnight but is not actually driving or on standby for duty.

**"Long Trips"** - A trip 61 miles or more one-way.

**"Longevity"** - Extra compensation added to the highest step pay after an employee has completed a year on the highest step.

**"Non-bargaining unit members"** - Employees not described in Article 1 -Recognition, shall have no rights to bump any bargaining unit member or to utilize the procedures outlined in this Article.

**"OFLA"** - Oregon Family Leave Act that is a state law that allows eligible employees to take protected time off from work for certain family, medical, or parental reasons. "Paid Leave Oregon" is defined as a state funded program that offers wage replacement benefits to employees that qualify for time off for family, medical and safe leave.

**"Party in interest"** Is the person or persons making the complaint or the person or persons against whom the complaint is made.

**"Persons officially involved"** The superintendent, his representative and/or consultant, the aggrieved, his representative and/or consultant, and witnesses.

**"Probationary"** An employee that has physically worked 120 days, not including holidays, sick leave, or deduct before achieving permanent status employment of the District.

**"Relief Driver"** – A regular driver that has not been assigned a regular route.

**"Qualifications"** - The minimum standards of performance required by the District, as per District job description and any special occupational skills.

**"Representative"** - The one who may speak for and/or advise a party in interest.

**"Route Bus Driver"** - A member of the bargaining unit who drives students in a school bus from home to school and/or school to home.

**"Short Trips"** - A short trip is defined as a trip 60 miles or less one -way.

**"Special Ed. Driver"** - A member of the bargaining unit who drives special needs students in a school bus from home to school, school to home and all activities.

**"Standby"** - When a bus driver is required to be available for duty on call and away from his/her home. Also, standby is limited to periods of time where the driver is required to remain at the bus shop or at such other places as the Transportation supervisor or his/her designee shall designate.

**"Subcontracting"** - An outside company or individual hired to perform specific parts of a contract or project.

**"Supervising teacher"** -A licensed teacher that works with classified staff in the classroom that plans lessons and instructional support activities and evaluates student achievement. This is not your direct supervisor of time or performance.

**"Transportation Paraprofessional"** - A member of the bargaining unit who assists the bus driver with student management.

**"Voluntary Transfer"** is defined as when the employee applies to move to a different position or location.



# Klamath Falls City Schools

## Table of Contents

### Section G: Personnel

Personnel: Definitions .....	GAA
Position Descriptions.....	GAB
General Personnel Policies * .....	GB
Equal Employment Opportunity.....	GBA
Veterans’ Preference .....	GBA-AR
Staff Ethics .....	GBC
Staff Ethics .....	GBC-AR
Staff Dress and Grooming <b>already adopted</b> .....	GBCA
Staff Dress and Grooming <b>already adopted</b> .....	GBCA-AR
Alcohol/Controlled Substance Use.....	GBCBA
Board-Staff Communications .....	GBD
Expression of Milk or Breast Feed in the Workplace** .....	GBDA
Staff Health and Safety * .....	GBE
Workplace Harassment.....	GBEA
Workplace Harassment Reporting and Procedure.....	GBEA-AR
Communicable Diseases in Schools.....	GBEB
Communicable Diseases in Schools.....	GBEB-AR
HBV/Bloodborne Pathogens .....	GBEBAA
Infection Control - HIV, AIDS, HBV .....	/JHCCBA/EBBAB
	GBEBC
	/JHCCC/EBBAA
Drug-Free Workplace .....	GBEC
Drug-Free Workplace * .....	GBEC
Medical Examinations/Drug Testing * .....	GBED
Drug and Alcohol Testing and Record Query - Transportation Personnel .....	GBEDA
Drug and Alcohol Testing and Record Query – Transportation Personnel.....	GBEDA-AR
Staff Participation in Political Activities .....	GBG
Staff/Student/Parent Relations**.....	GBH/JECAC
Gifts and Solicitations .....	GBI
Internet-Based, Crowd Funding Solicitation.....	GBI-AR
Weapons in Schools - Staff * .....	GBJ
Prohibited Use, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems.....	GBK/JFCG/KGC
Personnel Records .....	GBL
Staff Complaints * .....	GBM
Whistleblower * .....	GBMA
Sexual Harassment .....	GBN/JBA
Sexual Harassment Complaint Procedure .....	GBN/JBA-AR(1)
Federal Law (Title IX) Sexual Harassment Complaint Procedure.....	GBN/JBA-AR(2)
Hazing, Harassment, Intimidation, Menacing, Bullying or Cyberbullying – Staff.....	GBNA
Hazing, Harassment, Intimidation, Bullying, Menacing or Cyberbullying Reporting Procedures – Staff.....	GBNA-AR
Suspected Sexual Conduct with Students and Reporting Requirements.....	GBNAA/JHFF
Suspected Sexual Conduct Report Procedures and Forms.....	GBNAA/JHFF-AR

Suspected Abuse of a Child Reporting Requirements** .....	GBNAB/JHFE
Reporting of Suspected Abuse of a Child .....	GBNAB/JHFE-AR(1)
Abuse of a Child Investigations Conducted on District Premises.....	GBNAB/JHFE-AR(2)
Suspected Child Abuse Reporting Form .....	GBNAB/JHFE-AR(3)
License Requirements .....	GCA
Standards for Competent and Ethical Performance of Oregon Educators .....	GCAA
Personal Electronic Devices and Social Media - Staff** .....	GCAB
Family Medical Leave .....	GCBDA/GDBDA
Family and Medical Leave * .....	GCBDA/GDBDA
Family and Medical Leave * .....	GCBDA/GDBDA-AR(1)
Request for Family and Medical Leave.....	GCBDA/GDBDA-AR(2)
Certification of Health Care Provider.....	GCBDA/GDBDA-AR(3)(A)
Certification of Health Care Provider.....	GCBDA/GDBDA-AR(3)(B)
Military Family Leave .....	GCBDA/GDBDA-AR(3)(C)
Military Family Leave .....	GCBDA/GDBDA-AR(3)(D)
FMLA/OFLA Eligibility Notice to Employee .....	GCBDA/GDBDA-AR(4)
Sample Designation Letter to Employee - FMLA/OFLA Leave .....	GCBDA/GDBDA-AR(5)
Designation Notice – FMLA/OFLA .....	GCBDA/GDBDA-AR(6)
Fitness-for-Duty Certification .....	GCBDA/GDBDA-AR(7)
Early Return to Work .....	GCBDB/GDBDB
Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave) * .....	GCBDC/GDBDC
Oregon Sick Time.....	GCBDD/GDBDD
Military Leave of Absence .....	GCBDE/GDBDE
Paid Family and Medical Leave Insurance .....	GCBDF/GBDF
Paid Family and Medical Leave Insurance (PFMLI).....	GCBDF/GBDF-AR
Criminal Records Checks and Fingerprinting .....	GCDA/GDDA
Criminal Records Checks and Fingerprinting * .....	GCDA/GDDA
Criminal Records Checks/Fingerprinting.....	GCDA/GDDA-AR
Staff Development * .....	GCL/GDL
Evaluation of Staff.....	GCN/GDN
Core Teaching Standards.....	GCN-AR
Resignation of Staff * .....	GCPB/GDPB
Retirement of Staff * .....	GCPC/GDPC
Discipline and Dismissal of Licensed Staff * .....	GCPD
Nonschool Employment .....	GCQA/GDQA

Private Tutoring for Pay .....	GCQAB
Research .....	GCQB
Copyrights and Patents .....	GCQBA
Classified Staff/Classified Staff Positions * .....	GD
Instructional Assistants{ } .....	GDA
Recruitment of Classified Staff * .....	GDC
Notice of Employment * .....	GDIA

The following symbol is used on some policies:

- \*\* As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

# Klamath Falls City Schools

Code: GAA  
Adopted: 10/12/15  
Readopted: 3/06/17  
Orig. Code(s): GAA

## Personnel: Definitions

“Licensed employees” are those holding a position that requires a license issued by the state Teacher Standards and Practices Commission (TSPC).

1. A “teacher” is an employee who holds a teacher’s license or is registered to teach by TSPC.
2. A “contract teacher” is any teacher who has been regularly employed by a district for a probationary period of not more than three successive school years, and who has been retained for the next succeeding school year.
3. A “probationary teacher” is one who is not a contract teacher and who is employed for at least 135 consecutive days in any school year as a teacher in the district. At least 30 consecutive days of employment in the district in a successive year shall be sufficient to keep the service intact, and the teacher shall not lose credit for previous probationary years served.
4. A “temporary teacher” is any teacher employed to fill a position designated as temporary or experimental or to fill a vacancy that occurs after the opening of school because of unanticipated enrollment or the death, disability, retirement, resignation, contract nonextension or dismissal of a contract or probationary teacher.
5. A “substitute teacher” is any teacher employed to take the place of a probationary or contract teacher who is temporarily absent. A substitute teacher is employed on a day-by-day basis, without contract, and does the work of the regularly assigned teacher during the latter’s absence from duty. Substitutes will not be eligible for fringe benefits and will be paid at a rate established annually by the Board in accordance with the provisions of Oregon law.
6. An “intern teacher” is a regularly enrolled candidate of an approved educator preparation provider, who teaches under the supervision of the staff of the provider and of the employing district, in order to acquire practical experience in teaching. The intern teacher receives both academic credit from the provider and financial compensation from the district or education service district.
7. An “administrator” is an employee who holds a valid Oregon administrative license or registration, and who works in a position requiring an administrative license. An administrator includes, but is not limited to, all superintendents, assistant superintendents, principals and academic program directors in public schools or education service districts, who have direct responsibility for supervision or evaluation of licensed teachers and who are compensated for their services with public funds.
8. A “specialist” is an employee who has a teaching license or a letter of authorization from the Oregon Department of Education and who is employed half-time or more.

“Classified personnel” are those employees in positions for which no teaching or administrative licenses are required by law.

“Supervisory employees” are those individuals having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively to recommend such action if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

“Confidential employees” are designated in accordance with Oregon law (ORS 243.650(6)) and provisions of the labor agreements between the district and its licensed and classified employees. Such employees will be excluded from any bargaining unit. Salaries and benefits for confidential employees will be established by the Board.

“Administrative employee” means an employee of the district who possesses authority to formulate and carry out administrative and/or program decisions, or who represents administration’s interest by taking or effectively recommended discretionary actions that control or implement district policy, and who has discretion in the performance of these administrative and/or program responsibilities beyond the routine discharge of duties. An administrative employee need not act in a supervisory capacity in relation to other employees.

END OF POLICY

**Legal Reference(s):**

[ORS 243.650\(6\), \(23\)](#)  
[ORS 332.505](#)  
[ORS 332.554\(3\)](#)  
[ORS 342.120](#)  
[ORS 342.125](#)

[ORS 342.420](#)  
[ORS 342.610](#)  
[ORS 342.815](#)  
[ORS 342.835](#)  
[ORS 342.840](#)

[ORS 342.845](#)  
[OAR 584-020-0005](#)

Job York v. Portland Sch. Dist., No. FDA 83-7 (August 1983).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GAB  
Adopted: 10/09/06  
Readopted: 3/06/17  
Orig. Code(s): GAB

## Job-Position Descriptions

Job-Position descriptions serve to:

1. Describe all essential functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation;
2. Describe attendance standards;
3. Help applicants determine the qualifications needed to fill a position;
4. Help district administrators determine which candidates to recommend for appointment; and
5. Assist administrators in the evaluation of the employee's performance of position/job responsibilities.

Job-Position descriptions will include essential functions of the position. "Essential functions," as used in this policy, means the fundamental job duties of the employment position. A job-position function may be considered essential for reasons, including, but not limited to, the following:

1. The function may be essential because the reason the position exists is to perform the function;
2. The function may be essential because of the limited number of employees available among whom the performance of the job function can be distributed; and/or
3. The function may be highly specialized so that the individual is hired for their/his or her expertise or ability to perform the particular function.

"Attendance standards," as used in this policy, means the regular work hours of the position, including leave and vacation provisions available through policy and/or collective bargaining agreements and any special attendance needs of the position as determined by the district.

Position Job-descriptions will be developed under the supervision of the superintendent for each position in the district. Each job-position description shall be dated; as-As job-position descriptions are reviewed and/or revised new dates will be affixed.

Job-Position descriptions will be coded and retained in a document titled *Job Descriptions for the Klamath Falls City School District* on record. The document will be available for inspection by any district employee or patron. Each employee shall receive a copy of their/his/her job-position description. Each employee shall affix their/his/her signature and date after having read the job-position description.

Job Position descriptions will be reviewed and updated as needed. ~~necessary~~. Initial ~~and~~ revised job position descriptions will be approved by the superintendent or designee.

END OF POLICY

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**Legal Reference(s):**

[ORS 342.850\(2\)\(b\)\(A\)](#)

[OAR 581-022-2405](#)

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).

Title II of the Genetic Information Nondiscrimination Act of 2008.

Section 503 of the Rehabilitation Act of 1973.

Americans with Disabilities Act Amendments Act of 2008.

Corrected 12/08/25

# Klamath Falls City Schools

Code: GB  
Adopted: 10/09/06  
Readopted: 3/06/17  
Orig. Code(s): GB

## General Personnel Policies

The quality of the professional and support staff is of primary importance in achieving the district's educational objectives. In filling any licensed or classified position, the district will seek out and appoint the best-qualified person available for the position.

~~The employment of candidates to fill licensed positions may be approved by the Board upon the superintendent's recommendation. The superintendent will employ all classified employees, substitutes and part-time personnel as needed.~~

Notice of all regular job openings will be available to current staff members. Vacant positions may also be advertised through professional and institutional placement agencies, appropriate employment agencies, and general and specialized media.

Applications or inquiries concerning job openings will be directed to the ~~personnel~~ human resources office on standard district application forms. The selection process will be coordinated and supervised by the ~~personnel~~ human resources director with the involvement of other appropriate administrators and supervisors.

Each candidate selected for a position with the district must possess or demonstrate eligibility for any license or permit required to fill the position. In addition, the individual must be insurable by the district's insurance carrier for any position requiring liability insurance coverage or bonding.

In accordance with Oregon law, the district may require any candidate, as a condition of employment, to hold a current, recognized first-aid/AED/CPR card. A current employee required to hold a card will obtain it within 90 days from the date the district gives notification.

~~The superintendent will recommend candidates to fill licensed positions for Board approval. The superintendent or designee will hire all classified employees, substitutes and part-time personnel as needed.~~

~~Following Board approval, licensed p~~Personnel selected for employment will be notified in writing ~~following Board approval~~; all other personnel selected by the superintendent will be notified. This notification will specify the assignment, the job classification, the salary or hourly rate, the length of the ~~workweek~~work week and the length of the assignment. Unsuccessful applicants who were interviewed will be notified.

Initial assignments of staff will be made by the superintendent or ~~his~~ designee.

The superintendent or designee will establish ~~guidelines~~ ~~regulations~~ governing the recruitment, selection and employment of personnel in accordance with this policy.

END OF POLICY

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**Legal Reference(s):**

[ORS 342.664](#)  
[ORS 408.225](#)  
[ORS 408.230](#)  
[ORS 408.235](#)  
[ORS 653.305 to -653.326](#)

[ORS 659A.309](#)  
  
[OAR 581-022-2405](#)  
[OAR 839-006-0435](#)  
[OAR 839-006-0440](#)

[OAR 839-006-0450](#)  
[OAR 839-006-0455](#)  
[OAR 839-006-0460](#)  
[OAR 839-006-0465](#)

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBA  
Adopted: 1/13/20  
Revised/Readopted: 3/14/22  
Orig. Code(s): GBA

## Equal Employment Opportunity

Equal employment opportunity and treatment shall be practiced by the district regardless of race<sup>1</sup>, color, religion, sex, sexual orientation, gender identity, national origin, marital status, pregnancy, childbirth or a related medical condition<sup>2</sup>, age, veterans' status<sup>3</sup>, service in uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability<sup>4</sup> if the employee, with or without reasonable accommodations, is able to perform the essential functions of the position.

The superintendent will appoint an employee to serve as the officer in charge of compliance with the Americans with Disabilities Act and (ADA), the Americans with Disabilities Act Amendments Act (ADA), and Section 504 of the Rehabilitation Act. The superintendent will also designate a Title IX coordinator to comply with the requirements of Title IX of the Education Amendments. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be provided to all students and employees.

The superintendent or designee will develop other specific recruiting, interviewing and evaluation procedures as are necessary to implement this policy.

END OF POLICY

### Legal Reference(s):

<a href="#">ORS 174.100</a>	<a href="#">ORS 408.235</a>	<a href="#">ORS 659A.030</a>
<a href="#">ORS 243.317 – 243.323</a>	<a href="#">ORS 652.210 - 652.220</a>	<a href="#">ORS 659A.040</a>
<a href="#">ORS 326.051</a>	<a href="#">ORS 659.850</a>	<a href="#">ORS 659A.082</a>
<a href="#">ORS 332.505</a>	<a href="#">ORS 659A.003</a>	<a href="#">ORS 659A.109</a>
<a href="#">ORS 342.934</a>	<a href="#">ORS 659A.006</a>	<a href="#">ORS 659A.112</a>
<a href="#">ORS 408.225</a>	<a href="#">ORS 659A.009</a>	<a href="#">ORS 659A.147</a>
<a href="#">ORS 408.230</a>	<a href="#">ORS 659A.029</a>	<a href="#">ORS 659A.233</a>

<sup>1</sup> Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021)).

<sup>2</sup> This unlawful employment practice related to pregnancy, childbirth or a related medical condition as described in House Bill 2341 (2019) (added to ORS 659A) applies to employers who employ six or more persons.

<sup>3</sup> The district grants a preference in hiring and promotion to veterans and disabled veterans. A veteran is eligible to use the preference any time when applying for a position at any time after discharge or release from service in the Armed Forces of the United States.

<sup>4</sup> This unlawful employment practice related to disability as described in ORS 659A.112 applies to employers who employ six or more persons (ORS 659A.106).

[ORS 659A.236](#)  
[ORS 659A.309](#)  
[ORS 659A.321](#)  
[ORS 659A.409](#)  
[ORS 659A.820](#)

[OAR 581-021-0045](#)  
[OAR 581-022-2405](#)  
[OAR 839-003-0000](#)  
[OAR 839-006-0435](#)  
[OAR 839-006-0440](#)

[OAR 839-006-0450](#)  
[OAR 839-006-0455](#)  
[OAR 839-006-0460](#)  
[OAR 839-006-0465](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).  
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et. seq. (2018).  
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2018); 29 C.F.R Part 1626 (2019).  
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).  
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).  
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 794 (2018); 34 C.F.R. Part 104 (2019).  
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).  
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).  
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).  
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).  
The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).  
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018).  
Chevron USA Inc. v. Echazabal, 536 U.S. 736 (2002).  
Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301-4303 (2018).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBA-AR  
Revised/Reviewed: 3/14/22  
Orig. Code(s): GBA-AR

## Veterans' Preference

Oregon's Veterans' Preference Law requires the district to grant a preference to qualified and eligible veterans and disabled veterans at each stage in the hiring and promotion process. To be qualified for veterans' preference, a veteran or disabled veteran must meet the minimum and any other special qualifications required for the position sought. To be eligible for veterans' preference<sup>1</sup> a veteran or disabled veteran must provide certification they are a veteran or disabled veteran as defined by Oregon law<sup>2</sup>.

The district is not obligated to hire or promote a qualified and eligible veteran or disabled veteran. The district is obligated to interview all minimally qualified veterans or disabled veterans and to hire or promote a qualified or eligible veteran or disabled veteran if the individual is equal to or better than the top candidate after the veterans' preference has been applied.

A veteran may submit a written request to the district for an explanation of the reasons why they were not selected for the position. The district shall provide the reasons for not selecting the candidate when requested.

### Recruitment Procedures

All job postings or announcements will include a concise list of minimum and any special qualifications required for the position. Job postings will include a statement that the district's policy is to provide veterans and disabled veterans with preference as required by law and the job posting will require applicants to provide certification<sup>3</sup> of eligibility for preference, in addition to other requested materials.

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

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

<sup>3</sup> See Verification of Veteran's Preference (OAR 839-006-0465). An applicant claiming veteran's or disabled veteran's preference will submit a copy of their Certificate of Release or Discharge from Active Duty (DD Form 214 or 215) or a certification that the veteran is expected to be discharged or released from active duty under honorable conditions not later than 120 days after the submission of the certification. A disabled veteran may also submit a copy of their letter from the U.S. Department of Veterans Affairs, unless the information is included in the DD Form 214/215 or a certification that the veteran is expected to be medically separated from active duty under honorable conditions not later than 120 days after the submission of the certification.

## **Selection Procedures<sup>4</sup>**

- Step 1: Before the review of any applications the human resource director will establish an evaluation, scoring guide based on the minimum and any special qualifications listed in the job posting.
- Step 2: The human resource director will review the application materials using the evaluation scoring guide to determine which applicants meet the minimum and any special qualifications listed in the job posting. In assessing the applicant materials of a veteran or disabled veteran the human resource director shall evaluate whether the skill experience obtained in the military are transferable to the posted position. Any applicants that do not meet the minimum and any special qualifications shall be removed from the applicant pool.
- Step 3: Based on Step 2, the human resource director determines who will be interviewed. All qualified and eligible veterans or disabled veterans shall be given an opportunity to interview.
- Step 4: Interview questions and scoring sheets will be developed and each scoring sheet must be completed after each interview by the interviewers.
- Step 5: Following completion of the interviews, the human resource director shall complete the selection matrix and score the applicants based on the scoring sheets completed during interviews. Veterans' preference shall be applied by adding 5 percentage points to an eligible veteran and 10 percentage points to an eligible disabled veteran.
- Step 6: The human resource director makes the offer to the applicant with the highest final score. The district is not obligated to hire or promote a qualified and eligible veteran or disabled veteran. The district is obligated to hire or promote a qualified or eligible veteran or disabled veteran if they are equal or better than the top candidate after the veterans' preference has been applied.

A veteran may submit a written request to the district for an explanation of the reasons why they were not selected for the position. The district shall provide the reasons for not selecting the candidate when requested.

### **Filing a Complaint**

A veteran or disabled veteran is encouraged to contact the human resource office if they have any concerns or questions concerning the application of or the process used for veterans' preference.

A veteran or disabled veteran claiming to be aggrieved by a violation of Board policy GBA - Equal Employment Opportunity or this administrative regulation, may file a written complaint with the Civil Rights Division of the Bureau of Labor and Industries (BOLI) in accordance with Oregon Revised Statute (ORS) 659A.820.

Corrected 12/10/25

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<sup>4</sup> ~~If the district chooses not to use a scored system the law requires that the district give special consideration in the district's hiring decision to veterans and disabled veterans and the district will need to be able to demonstrate the method used for providing special consideration. ORS 408.230(2)(c).~~

# Klamath Falls City Schools

Code: GBC  
Adopted: 6/20/94  
Readopted: 10/09/06; 2/09/09; 11/15/10;  
1/13/14; 11/20/14; 4/11/16;  
3/06/17  
Orig. Code(s): GBC

## Staff Ethics

### **I. Prohibited Use of Official Position for Financial Gain. ~~Conflict of Interest~~**

No district employee will attempt to use their/his/her district position to obtain personal financial benefit or avoidance of financial detriment or financial gain or avoidance of financial detriment for themselves, relatives, members of household members or for any business with which the employee, a household member members or relative is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the district employee's employment with the district.

This prohibition does not apply to any part of an official compensation package as approved by the Board, honorarium allowed by ORS 244.042, reimbursement of expenses, or unsolicited awards of professional achievement. Further, this prohibition does not apply to gifts from one without a legislative or administrative interest. Nor does it apply if the gift is under the \$50 gift limit for one who has a legislative or administrative interest in any matter subject to the decision or vote of the district employee.

The employee may receive district or school logo apparel as part of the employee's official compensation package.

District employees will not engage in, or have a personal financial interest in, any activity that raises a reasonable question regarding the use of conflict of their official position in regard to interest with their duties and responsibilities as district employees. staff members. This would also apply to any personal financial benefit for the district employee's relative or member of household of the employee, or any business with which the district employee or a relative or member of the household of the district employee is associated.

This means that:

1. Employees, relatives or members of the district employee's household will not use the employee's their position to obtain financial gain or avoidance of financial detriment from students, parents or staff;
2. Any device, publication or any other item developed during the employee's paid time shall be district property;
3. Employees will not further personal gain through the use of confidential information gained in the course of or by reason of position or activities in any way;
4. No district employee may serve as a Board or budget committee member in the district;

5. An employee will not perform any duties related to an outside job during his/her regular working hours or during the additional time needed that he/she needs to fulfill the position's responsibilities; nor will an employee use any district facilities, equipment or materials in performing outside work;
6. If an employee authorizes a public contract, the employee may not have a direct beneficial financial interest in that public contract for two years after the date the contract was authorized.

If a district employee has a potential or actual conflict of interest, the district employee must notify their/his/her supervisor in writing of the nature of the conflict and request that the supervisor dispose of the matter giving rise to the conflict. This must be done on each occasion the district employee is met with a conflict of interest.

“Potential conflict of interest” means any action or any decision or recommendation by a district employee that could result in a financial benefit or detriment for self or relatives or for any business with which the district employee or relatives are associated, unless otherwise provided by law.

“Actual conflict of interest” means any action or any decision or recommendation by a district employee that would result in a financial benefit or detriment for self or relatives or for any business with which the district employee or relatives are associated, unless otherwise provided by law.

In order to avoid violation of nepotism provisions both potential and district policy actual conflicts of interests, district employees must abide by the following rules when an employee's relative or member of the household of the district employee, is seeking and/or holds a position with the district:

1. A district employee may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or a member of the household, unless they comply he/she complies with the conflict of interest requirements of Oregon Revised Statute (ORS) Chapter 244. This rule does not apply to employment decisions regarding unpaid volunteer position, unless it is a Board-related position;
2. A district employee may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or a member of the household. An employee may still serve as a reference, provide a recommendation, or perform other acts that are part of the normal job functions of the employee;
3. More than one member of an employee's family may be hired as a regular district employee. In accordance with Oregon law, however, the district may refuse to hire individuals, or may transfer current employees, in situations where an appointment would place one family member in a position of exercising supervisory, appointment or grievance adjustment authority over another member of the same family. Employees who are members of the same family may not be assigned to work in the same building except by the superintendent's approval.

*In the conflict of interest context:*

“Member of household” means any person who resides with the employee.

“Relative” means: the spouse<sup>1</sup>, parent, step-parent, child, sibling, step-sibling, ~~son-in-law or child~~ daughter-in-law of the employee; or the parent, step-parent, child, sibling, step-sibling, ~~son-in-law or child~~ daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides benefits<sup>2</sup> to the employee, or who receives any benefit from the employee’s public employment.

## II. Gifts

District employees must comply with the following rules involving gifts:

Employees are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of \$50 from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. All gift-related provisions apply to the employee, their relatives, and members of their household. The \$50 gift limit applies separately to the employee, and to the employee’s relatives or members of household, meaning that the employee and each member of their household and relative can accept up to \$50 each from the same source/gift giver. A gift may be received by the district employee from, but not limited to, another district employee, a student or parent of a student or a vendor within the \$50 gift limit. Except for exclusions in ORS 244.040(2), an item received by an employee from the district is prohibited.

“Gift” means something of economic value given to an employee without valuable consideration of equivalent value, which is not extended to others who are not public officials on the same terms and conditions.

“Relative” means: the spouse<sup>3</sup>, parent, step-parent, child, sibling, step-sibling, ~~son-in-law or child~~ daughter-in-law of the employee; or the parent, step-parent, child, sibling, step-sibling, ~~son-in-law or child~~ daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides benefits<sup>4</sup> to the employee, or who receives any benefit<sup>5</sup> from the employee’s public employment.

“Member of the household” means any person who resides with the employee.

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

<sup>2</sup> Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

<sup>3</sup> Ibid. p. 32

<sup>4</sup> Ibid. p. 3

<sup>5</sup> Ibid. p. 2

## Determining the Source of Gifts

Employees, the employee's relatives or members of the employee's household should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the gift. It is the employee's personal responsibility to ensure that no single source provides gifts exceeding an aggregate value of \$50 in a calendar year, if the source has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. If the giver does not have a legislative or administrative interest, the \$50 limit does not apply and the employee need not keep track of it, although they are advised to do so anyway in case of a later dispute.

## Determining Legislative and Administrative Interest

A "legislative or administrative" interest means an economic interest, distinct from that of the general public, in any action subject to the official decision of an employee.

A "decision" means an act that commits the district to a particular course of action within the employee's scope of authority and that is connected to the source of the gift's economic interest. A decision is not a recommendation or work performed in an advisory capacity. If a supervisor delegates the decision to a subordinate but retains responsibility as the final decision maker, both the subordinate and supervisor's actions would be considered a decision.

## Determining the Value of Gifts

The fair market value of the merchandise, goods, or services received will be used to determine benefit or value.

"Fair market value" is the dollar amount goods or services would bring if offered for sale by a person who desired, but was not obligated, to sell and purchased by one who is willing, but not obligated, to buy. Any portion of the price that was donated to charity, however, does not count toward the fair market value of the gift if the employee does not claim the charitable contribution on personal tax returns. Below are acceptable ways to calculate the fair market value of a gift:

1. In calculating the per person cost at receptions or meals the payor of the employee's admission or meal will include all costs other than any amount donated to a charity.

For example, a person with a legislative or administrative interest buys a table for a charitable dinner at \$100 per person. If the cost of the meal was \$25 and the amount donated to charity was \$75, the benefit conferred on the employee is \$25. This example requires that the employee does not claim the charitable contribution on personal tax returns.

2. For receptions and meals with multiple attendees, but with no price established to attend, the source of the employee's meal or reception will use reasonable methods to determine the per person value or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:
  - a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;

- b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
  - c. The source calculates the actual amount spent on the employee.
3. Upon request by the employee, the source will give notice of the value of the merchandise, goods, or services received.
  4. Attendance at receptions where the food or beverage is provided as an incidental part of the reception is permitted without regard to the fair market value of the food and beverage provided.

### **Value of Unsolicited Tokens or Awards: Resale Value**

Employees may accept unsolicited tokens or awards that are engraved or are otherwise personalized items. Such items are deemed to have a resale value under \$25 (even if the personalized item cost the source more than \$50), unless the personalized item is made from gold or some other valuable material that would have value over \$25 as a raw material.

### **Entertainment**

Employees may not solicit or accept any gifts of entertainment over \$50 in value from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision of the employee unless:

1. The entertainment is incidental to the main purpose of another event (i.e., a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or
2. The employee is acting in their official capacity for a ceremonial purpose.

Entertainment is ceremonial when an employee appears at an entertainment event for a “ceremonial purpose” at the invitation of the source of the entertainment who requests the presence of the employee at a special occasion associated with the entertainment. Examples of an appearance by an employee at an entertainment event for a ceremonial purpose include: throwing the first pitch at a baseball game, appearing in a parade and ribbon cutting for an opening ceremony.

### **Exceptions**

The following are exceptions to the ethics rules on gifts that apply to employees:

1. Gifts from “relatives” and “members of the household” to the employee are permitted in an unlimited amount; they are not considered gifts under the ethics rules;
2. Informational or program material, publications, or subscriptions related to the recipient’s performance of official duties;
3. Food, lodging, and travel generally count toward the \$50 aggregate amount per year from a single source with a legislative or administrative interest, with the following exceptions:
  - a. Organized Planned Events. Employees are permitted to accept payment for travel conducted in the employee’s official capacity, for certain limited purposes:

- (1) Reasonable expenses (i.e., food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the \$50 aggregate amount IF:
  - (a) The employee is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND
    - (i) The giver is a unit of a:
      - 1) Federal, state, or local government;
      - 2) An Oregon or federally recognized Native American Tribe; OR
      - 3) Nonprofit corporation.
    - (b) The employee is representing the district:
      - (i) On an officially sanctioned trade-promotion or fact-finding mission; OR
      - (ii) Officially designated negotiations or economic development activities where receipt of the expenses is approved in advance by the superintendent.
  - (2) The purpose of this exception in a. above is to allow employees to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.

4. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the employee is representing the district.

“Reception” means a social gathering. Receptions are often held for the purpose of extending a ceremonial or formal welcome and may include private or public meetings during which guests are honored or welcomed. Food and beverages are often provided, but not as a plated, sit-down meal;—

5. Food or beverage consumed by employee acting in an official capacity in the course of financial transactions between the public body and another entity described in ORS 244.020(75)(b)(I)(i);—
6. Waiver or discount of registration expenses or materials provided to employee at a continuing education event that the employee may attend to satisfy a professional licensing requirement;—
7. An item or gift received by the employee as part of the usual or customary practice of the employee’s private business, employment or position as a volunteer that bears no relationship to the employee’s district employment;—
8. Reasonable expenses paid to employee for accompanying students on an educational trip.

## Honoraria

An employee may not solicit or receive, whether directly or indirectly, honoraria for the employee or any relative or member of the household of the employee if the honoraria are solicited or received in connection with the official duties of the employee.

The honoraria rules do not prohibit the solicitation or receipt of an honorarium or a certificate, plaque, commemorative token, or other item with a value of \$50 or less; or the solicitation or receipt of an honorarium for services performed in relation to the private profession, occupation, avocation, or expertise of the employee.

END OF POLICY

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**Legal Reference(s):**

[ORS 244.010 - 244.400](#)  
[ORS 332.016](#)

[ORS 659A.309](#)

[OAR 199-005-0001 - 199-020-0020](#)  
[OAR 584-020-0040](#)

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBC-AR  
Revised/Reviewed: 11/20/14; 3/06/17  
Orig. Code(s): GBC-AR

## Staff Ethics

District employees are allowed financial benefits as identified in Oregon Revised Statute (ORS) 244.040(2), such as their official compensation package, reimbursed expenses, limited honoraria and unsolicited awards for professional achievement. District employees are prohibited from using or attempting to use their/his/her district position to obtain a financial gain or to avoid a financial detriment for the district employee, a relative or member of the household of the employee, or any business with which the employee or a relative or member of the household of the employee is associated, if the opportunity for financial gain or avoidance of a financial detriment would not otherwise be available but for the employee's position with the district. Specifically, this means that:

1. Employees will not use district equipment for personal use, unless it is available to a significant segment of the general public. This includes, but is not limited to, the personal use of the district's:
  - a. Fax machine<sup>1</sup>;
  - b. Phones to make long distance personal calls;
  - c. District vehicles;
  - d. Professional technology equipment (e.g., wood shop, automotive shop, CAD); and
  - e. Athletic facilities (e.g., pool or weight room).

Further, the district's supplies, facilities, equipment, employees, records or any other public resources are not to be used to engage in private business interests. For example, the district's computer cannot be used to sell products on an auction website during school hours.

2. When employees are traveling on official district business, any gift given because of this travel must be either declined or passed on to the district for use for future district travel. For example, if the hotel where the employee is staying gives the employee a free night's stay on a future visit, this must be declined or given back to the district for future district travel. The frequent flyer miles earned when traveling on official district business can only be used for district travel. If the employee's spouse is traveling with the employee, the employee is responsible for all additional charges (i.e., additional room charge).
3. Employees may not use personal credit cards for district travel or other district business and receive incentives such as cash reimbursements, frequent flyer miles and other benefits based upon the dollar amount of purchases made.
4. Employees may not use discounts offered by private companies for the employee's personal benefit if the discount is only offered because of the employee's official position. For example, an office supplies store provides all teachers a 10 percent discount. Because the teachers are receiving this

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<sup>1</sup> The district could establish a fee schedule that would allow only district employees to pay for the personal use of the district fax machines. If the district established a fee schedule for the use of fax machines the fee schedule must be equal to or exceed the prevailing rates offered at commercial businesses.

discount only because of their official position, they cannot use the discount to purchase personal items. Teachers may use the discount to purchase items for district use. Employees can also accept the discount if it is also available to a substantial segment of the population who are not public officials.

5. Employees may accept free passes to district extracurricular events if they are attending these events in their official capacity (i.e., chaperoning, ticket sales or managing concession sales). In order to promote employee participation in extracurricular activities, the district may include free passes in employees' official compensation packages or employees may be reimbursed by the district for the cost of admission.
6. The employee's district position is not to be used to take official action that could have a financial impact on a private business with which, the employee, a relative or member of the employee's household are associated. For example, if the employee's sibling brother owns a pest-control business which is seeking a contract with the district, and the employee is part of the decision-making process, the employee must declare an actual conflict of interest in writing, describing the nature of the employee's conflict, and provide this to the employee's supervisor.
7. Confidential information gained as a district employee is not to be used to obtain a financial benefit for the employee, a relative or member of the employee's household or a business with which any are associated. For example, the employee should not use the information that a student in their his/her class is falling behind in math to provide the parents a referral to the employee's sibling's employees' sister's tutoring business.
8. District employees who mentor student teachers may not receive direct payments from sponsoring colleges or universities. The payment may be provided by the college or university to the district, which can then distribute the compensation to the teachers as an element of their official compensation package.
9. District employees must follow Oregon Government Ethics Commission guidelines for outside employment if the employee acts as a chaperone for student group trips on personal time and the district employee accepts compensation in the form of travel expenses from a private business or organization. Specifically, district employees must conduct all activities related to the trip on personal time and cannot use the classroom or school environment to plan the off-campus trip. Employees may use district facilities for this purpose only if they comply with the district's public use of facilities policy. It is not an ethics violation for the employee to accept reasonable expenses for accompanying students on an education trip.

~~These restrictions do not apply if the teacher is chaperoning students on a fact-finding mission that is officially sanctioned by the Board. The definition of a "fact finding mission" is, in part, any activity related to a cultural or educational purpose. See OAR 199-005-0020(3)(a). The district employee must be directly and immediately associated with the event or location being visited. If a district employee only acts as a chaperone and does not provide instruction or guidance for the students in language usage or cultural events, the trip may not meet the requirements of ORS 244.020(6)(H)(i). Further, the employee can only accept the reimbursement of reasonable travel expenses from the private company, not any further compensation.~~

~~These restrictions do not apply if the district compensates the district employee for chaperoning the trip.~~

# Klamath Falls City Schools

Code: GBCBA  
Adopted: 10/09/06  
Readopted: 3/06/17  
Orig. Code(s): GBCBA

## Alcohol/Controlled Substance Use (Version 1)

The manufacture, delivery, possession or use of a controlled substance or alcohol by any employee, except as authorized by Oregon Revised Statutes, is prohibited at any district work site. In enforcing this prohibition, district officials may only make a search or seizure related to a violation of this policy which is permitted by law. An employee who violates this rule is subject to disciplinary action, including suspension and discharge. Such violations may also disqualify an employee from unemployment compensation benefits.

The authorized use of a controlled substance by an employee at any district worksite is not prohibited. The authorized use of a controlled substance by an employee at any district worksite is subject to remedial action by the district where such use negatively affects job performance or creates a risk of injury to any person.

Remedial action should be corrective, not disciplinary, in nature, although suspension may be included in the action and discharge may result where an employee fails to comply with the action or correct the effect on job performance or risk of injury.

### Definitions

1. "Alcohol" means any alcoholic beverage containing more than one-half of one percent alcohol by volume, and every liquid or solid, patented or not, containing alcohol and capable of being consumed by a human being.
2. "Authorized" means:
  - a. That a person who manufactures or delivers a controlled substance must be registered with the State Board of Pharmacy; or
  - b. That a person who possesses or uses a controlled substance must have a prescription that allows such possession or use.
3. "Controlled substance" means a drug or its immediate precursor as described in Oregon Revised Statutes.
4. "Deliver" or "delivery" means the actual, constructive or attempted transfer, other than by administering or dispensing, from one person to another of a controlled substance, or alcohol, whether or not there is an agency relationship.
5. "Manufacture" means the production, preparation, propagation, compounding, conversion or processing of a controlled substance or alcohol, either directly or indirectly, by extraction from substances of natural origin; or independently by means of chemical synthesis; or by a combination

of extraction and chemical synthesis; and includes any packaging or repackaging of the substance or labeling or relabeling of its container.

6. “Possession” means to physically possess or otherwise to exercise dominion or control over a controlled substance or alcohol.
7. “Remedial action” is a response which attempts to eliminate the negative effect on job performance or the risk of injury.
8. “Use” means to consume by ingestion, injection, inhalation or any other means, in whole or in part, a controlled substance or alcohol, including being under the influence of either.
9. “Worksite” means any building, structure, vehicle or property (including parking lots), or part thereof, owned or possessed by the district or any other location at which an employee is to perform work for the district. “Any other location” includes the place of a district-sponsored or district-approved activity and the employee’s own vehicle when used to transport students or fellow employees to and from an activity sponsored or approved by the district and when used to transport fellow employees to and from different worksites following initial arrival at work.

END OF POLICY

**Legal Reference(s):**

[ORS Chapter 475](#)  
[ORS 657.176](#)  
[ORS 659.840](#)  
[ORS 659A.300](#)

[OAR 581-053-0220\(3\)\(h\)](#)  
[OAR 581-053-0230\(9\)\(t\)](#)  
[OAR 581-053-0330\(1\)\(n\),\(o\)](#)  
[OAR 581-053-0420\(3\)\(c\)](#)  
[OAR 581-053-0430\(13\),\(14\)](#)

[OAR 581-053-0531\(12\),\(13\)](#)  
[OAR 581-053-0615\(2\)\(c\)\(D\)\(ii\)](#)  
[OAR 581-053-0620\(1\)\(s\)](#)  
[OAR 584-020-0040](#)  
[OAR 839-006-0200 to -0265](#)

Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2016).  
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).  
Americans with Disabilities Act Amendments Act of 2008.

# Klamath Falls City Schools

Code:  
Adopted:

GBCBA

## Alcohol/Controlled Substance Use

(Version 2)

The following conduct is strictly prohibited and will subject an employee to immediate discipline, up to and including termination:

1. The buying, selling, transporting, possessing, providing or using of intoxicants, including alcohol or any controlled substances as defined by law, while on district property, during work hours (including meal periods), while assigned to extra duty or special projects, including those held after or in addition to regular school hours and while driving between worksites during the workday in either a district-supplied vehicle or a vehicle supplied by the employee;
2. Reporting for work under the influence of alcohol, intoxicants or any controlled substance. An individual is considered to be “under the influence of alcohol, intoxicants and/or a controlled substance” when, in the district’s determination, the controlled substance, alcohol or intoxicant is at a level that it may impair the individual’s ability to safely and/or efficiently perform assigned work OR prevent the employee from presenting a positive role model to students.

The district reserves the right, with prior notice and reasonable suspicion, to conduct searches of district property, vehicles or equipment at any time. A refusal to submit to a search may result in disciplinary action, up to and including dismissal.

The superintendent or designee will develop procedures, consent forms and such notifications as are needed for an orderly implementation of this policy.

END OF POLICY

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### Legal Reference(s):

[ORS Chapter 475](#)  
[ORS 657.176](#)  
[ORS 659.840](#)  
[ORS 659A.300](#)

[OAR 581-053-0220\(3\)\(h\)](#)  
[OAR 581-053-0230\(9\)\(t\)](#)  
[OAR 581-053-0330\(1\)\(n\),\(o\)](#)  
[OAR 581-053-0420\(3\)\(c\)](#)  
[OAR 581-053-0430\(13\),\(14\)](#)

[OAR 581-053-0531\(12\),\(13\)](#)  
[OAR 581-053-0615\(2\)\(c\)\(D\)\(ii\)](#)  
[OAR 581-053-0620\(1\)\(s\)](#)  
[OAR 584-020-0040](#)  
[OAR 839-006-0200 to -0265](#)

Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2016).  
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).  
Americans with Disabilities Act Amendments Act of 2008.

Corrected 1/12/26

# Klamath Falls City Schools

Code: GBD  
Adopted: 10/13/08  
Readopted: 3/06/17  
Orig. Code(s): GBD

## Board-Staff Communications

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

Communications or reports to the Board or Board committee from any staff member or members should be submitted through the superintendent. This procedure will not be construed as denying the right of any employee to address the Board about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district.

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will ~~communicate~~ employ media, as appropriate, to keep staff fully informed of the Board's concerns and actions.

END OF POLICY

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### Legal Reference(s):

[OAR 581-022-2405](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).

Connick v. Myers, 461 U.S. 138 (1983).

Lebanon Education Association/OEA v. Lebanon Community School District, 22 PECBR 323 (2008).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBDA  
Adopted: 3/06/17  
Readopted: 10/14/19; 5/12/25  
Orig. Code(s): GBDA

## Expression of Milk or Breast Feed in the Workplace\*\*

The district shall provide the employee a reasonable rest period to express milk or breast feed each time the employee has a need to express milk or breast feed. If feasible, the employee will take the rest period at the same time as the rest periods or meal periods provided by the district.

The district will make a reasonable effort to provide a location in close proximity to the employee's work area where an employee can express milk or breast feed in private, concealed from view and without intrusion by other employees or the public. "Close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. If a private location is not within close proximity to the employee's work area, the district may not include the time taken to travel to and from the location as part of the break period.

The following locations have been identified in each facility for milk expression or breast feeding<sup>1</sup>:

1. LOEC District office: the location designated for this purpose is a room located in Room 38 called the Teen Parent/Nursing Room; it has a locking door; one window that is covered; a table and chair; electricity; and access to water in the kitchen;
2. Conger Elementary School<sup>2</sup>: the location designated for this purpose is room #16 located near the staff room. This lactation room is a private room with locking doors, electricity, a table and chair and has no windows;
3. Mills Elementary School: the location designated for this purpose is Room 29 is the size of a larger office; it has a window and a counter with shelves; there is no sink, but it is near our staff room where a sink is accessible easily; and it has one window and locks. Additionally, teachers are invited to use their classrooms, putting a sign on their door indicating that no entry is permitted;
4. Pelican Elementary School: the location designated for this purpose is room 125; it has a locking door and no windows, a table and chairs. It is located to the side of the SPED room and has access to a nearby restroom;
5. Roosevelt Elementary School: the location designated for this purpose is a room located just off the gymnasium on the main floor has been designated for this purpose; it has a locking door, no windows, a table and chairs;

<sup>1</sup> ~~The list of designated locations and facilities is required to be in policy as per Oregon Revised Statute (ORS) 653.077(10)(b).~~

<sup>2</sup> ~~Must list all elementary schools if more than one within the district.~~

6. Ponderosa Middle School<sup>3</sup>: the location designated for this purpose is a room in the back medical office of the school will be used for this purpose; it has a locking door, no windows and a table and chair. There is access to electricity, a private refrigerator and water just outside the room;
7. Klamath Union High School<sup>4</sup>: the location designated for this purpose is next to the cafeteria on the main floor; it has a locked door, no windows and there are a few chairs in this space. There is also a bathroom on the other side of the nursing room and it has access to electricity and water;
- ~~8. Klamath Learning Center: the location designated for this purpose is the private room located between modules #2 and #3 is designated for this purpose; it has a locking door and a curtained window. The staff restroom is just around the corner from this room which has electricity and water;~~
- 9.8. Transportation & Food Service: the location designated for this purpose is the break room in the food service department; it has a lock door, a covered window and access to electricity and water; it has a chair and countertop space;
- 10.9. Eagle Ridge New Tech High School: the location designated for this purpose is in the front counseling office. Room 114; it has a locking door, a window with blinds, a desk and chair; There is a bathroom located three classrooms away from the nursing room and it has access to electricity and water;
- 11.10. KECDC: the location designated for this purpose is Room 6 which is on the bottom floor; it has a locking door, a window with blinds, a sink in the room, a chair and counter space; it has access to electricity and water.

An employee who expresses milk during work hours may use the available refrigeration to store the expressed milk. The district must allow the employee to bring a cooler or other insulated food container to work for storing the expressed milk and ensure there is adequate space in the workplace to accommodate the employee's cooler or insulated food container.

This policy and the list of designated locations is published in the employee handbook. The list of designated locations is available upon request in the central office of each school facility and in the district's central office.

This policy only applies to employees who are expressing milk or breast feeding for children 18 months of age or younger.

END OF POLICY

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**Legal Reference(s):**

[ORS 243.650](#)  
[ORS 653.077](#)

[ORS 653.256](#)  
[OAR 839-020-0051](#)

Corrected 5/20/25; Corrected 12/08/25

<sup>3</sup> ~~Must list all middle schools if more than one within the district.~~

<sup>4</sup> ~~Must list all high schools if more than one within the district.~~

# Klamath Falls City Schools

Code:

GBE

Adopted:

## Staff Health and Safety

The Board directs the superintendent to take appropriate means to provide for the health and safety of all employees while engaged in the performance of their duties.

The superintendent or designee will develop districtwide training activities to deal with the use of hazardous chemicals. Training will include the identification, use, storage and disposal techniques needed to assure safety of staff and students.

In meeting the requirements of the law, employees will be trained to recognize and respond appropriately to the presence of hazardous chemicals.

The superintendent or designee will provide staff members with the Safety Data Sheets (SDS), which must accompany any hazardous substance used in the school setting.

END OF POLICY

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### Legal Reference(s):

[ORS 243.650](#)

[ORS 329.095](#)

[ORS 453.001 to -453.275](#)

[OAR 437-001-0760](#)

[OAR 437-002-0020 to -0075](#)

[OAR 437-002-0140](#)

[OAR 437-002-0144](#)

[OAR 437-002-0145](#)

[OAR 437-002-0180 to -0182](#)

[OAR 437-002-0360](#)

[OAR 437-002-0368](#)

[OAR 437-002-0377](#)

[OAR 437-002-0390](#)

[OAR 437-002-0391](#)

[OAR 581-022-2225](#)

Corrected/Added 12/08/25

# Klamath Falls City Schools

Code: GBEA  
Adopted: 3/14/22  
Revised/Readopted: 6/28/23  
Orig. Code(s): GBEA

## Workplace Harassment

Workplace harassment is prohibited and shall not be tolerated. This includes workplace harassment that occurs between district employees or between a district employee and the district in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district and a district employee off district premises. Elected school board members, volunteers and interns are subject to this policy.

Any district employee who believes they have been a victim of workplace harassment may file a report with the district employee designated in the administrative regulation GBEA-AR - Workplace Harassment Reporting and Procedure, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process or under any other available law. The reporting of such information is voluntary. The district employee making the report is advised to document any incidents of workplace harassment.

“Workplace harassment” means conduct that constitutes discrimination prohibited by Oregon Revised Statute (ORS) 659A.030 (discrimination in employment based on race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age, or expunged juvenile record), including conduct that constitutes sexual assault<sup>1</sup> or that constitutes conduct prohibited by ORS 659A.082 (discrimination against person in uniformed service) or 659A.112 (discrimination in employment based on disability).

The district, upon receipt of a report from a district employee who believes they are a victim of workplace harassment, shall provide information about legal resources and counseling and support services, including any available employee assistance services. The district employee receiving the report, whether a supervisor of the employer or the district employee designated to receive reports, is advised to document any incidents of workplace harassment, and shall provide a copy of this policy and accompanying administrative regulation to the victim upon their disclosure about alleged workplace harassment.

All incidents of behavior that may violate this policy shall be promptly investigated.

Any person who reports workplace harassment has the right to be protected from retaliation.

The district may not require or coerce a district employee to enter into a nondisclosure<sup>2</sup> or nondisparagement<sup>3</sup> agreement.

The district may not enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, that contains a nondisclosure provision, a nondisparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace harassment that occurred between district employees or between a district employee and the district, in the workplace or at a work-

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<sup>1</sup> “Sexual assault” means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

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

<sup>3</sup> A “nondisparagement” agreement or provision prevents either party from making disparaging statements about the other party.

related event that is off district premises and coordinated by or through the district, or between a district employee and employer off district premises.

The district may enter into a settlement agreement, separation or severance agreement that includes one or more of the following provisions only when a district employee claiming to be aggrieved by workplace harassment requests to enter into the agreement: 1) a nondisclosure or nondisparagement provision; 2) a provision that prevents disclosure of factual information relating to the claim of workplace harassment; or 3) a no-rehire provision that prohibits the employee from seeking reemployment with the district as a term or condition of the agreement. The agreement must provide the district employee at least seven days after signing the agreement to revoke it.

If the district determines in good faith that an employee has engaged in workplace harassment, the district may enter into a settlement, separation or severance agreement that includes one or more of the provisions described in the previous paragraph.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop workplace harassment, prevent its recurrence and address negative consequences. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional workplace harassment awareness training, as appropriate. Other individuals (e.g., board members, witnesses, and volunteers) whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

The district shall make this policy available to all district employees and shall be made a part of district orientation materials provided and copied to new district employees at the time of hire.

The superintendent will establish a process of reporting incidents of workplace harassment and the prompt investigation.

END OF POLICY

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**Legal Reference(s):**

[ORS 174.100](#)  
[ORS 243.317 - 243.323](#)  
[ORS 659A.001](#)  
[ORS 659A.003](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[ORS 659A.082](#)  
[ORS 659A.112](#)  
[ORS 659A.370](#)  
[ORS 659A.375](#)  
[ORS 659A.820](#)

[ORS 659A.875](#)  
[ORS 659A.885](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

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

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

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

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

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBEA-AR  
Revised/Reviewed: 1/13/20  
Orig. Code(s): GBEA-AR

## Workplace Harassment Reporting and Procedure

Any district employee who believes they have been a victim of workplace harassment may file an oral or written report consistent with this administrative regulation, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process, or under any other available law.

Additional information regarding the filing of a report may be obtained through the principal, compliance officer or superintendent.

A complaint alleging an unlawful employment practice as described in ORS 659A.030, 659A.082, or 659A.112 or ~~ORS 659A.370 section 4 of Senate Bill 479 (2019)~~ must be filed no later than five years after the occurrence of the alleged unlawful employment practice.

All documentation related to workplace harassment complaints may become part of the personnel file of the employee who is the alleged harasser, as appropriate. Additionally, a copy of all workplace harassment reports, complaints, and documentation will be maintained by the district as a separate confidential file and stored in the district office.

### Investigation Procedure

The Human Resources Director is responsible for investigating reports concerning workplace harassment. The investigator(s) shall be a neutral party having had no involvement in the report presented. If the alleged workplace harassment involves the Human Resources Director, the employee may report to the Director of Operations. All reports of alleged workplace harassment behavior shall be investigated.

The investigator shall:

1. Document the alleged, reported incident of workplace harassment;
2. Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee;
3. Provide a copy of the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee; and
4. Complete the following steps:

Step 1 Promptly initiate an investigation. The investigator will arrange such meetings as may be necessary to discuss the issue with all concerned parties within ten-10 working days after receipt of the report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The investigator shall notify the complainant in writing that the

investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

A copy of the report, complaint, or other documentation about the incident, and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the workplace harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 2 If a complainant is not satisfied with the decision at step 1, the complainant may submit a written appeal to the superintendent. Such appeal must be filed within 10 working days after receipt of the step 1 decision. The superintendent shall review the investigators report and findings. The superintendent will arrange such meetings with the complainant and other affected parties as deemed necessary by the superintendent to discuss the appeal. The superintendent shall provide a written decision to the complainant within 10 working days after receipt of the appeal.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 5 working days after receipt of the Step 2 decision. The Board will review the findings and conclusion of the superintendent in a public meeting to determine what action is appropriate. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's decision as the district's final decision.

If the Board conducts a hearing, the complainant shall be given an opportunity to present the appeal at a Board meeting. The Board ~~may~~ will hold the hearing in executive session if the subject matter qualifies under Oregon law. The parties involved may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues. The Board shall decide, ~~within 20 days,~~ in open session what action, if any, is warranted. The Board shall provide a written decision to the complainant within ~~10-30 working days following completion of the hearing~~ receipt of the appeal.

If the Board chooses not to hear the appeal, the superintendent's decision in Step 2 is final.

Reports involving the superintendent should be referred to the Board chair on behalf of the Board. The Board chair will cause the information<sup>1</sup> required to be issued to the complainant as described in this administrative regulation. The Board chair shall present the complaint to the Board at a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The Board shall decide, within 30 days, in open session what action if any is warranted. The Board chair shall notify the complainant in writing within 10 days that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

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<sup>1</sup> Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee, and a copy the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee.

## **Follow-up Procedures**

The Human Resources Director will follow up with the district employee of the alleged harassment once every three months for the calendar year following the date on which the Human Resources Director received a report of harassment, to determine whether the alleged harassment has stopped or if the employee has experienced retaliation. The Human Resources Director will document the record of this follow-up. The Human Resources Director will continue follow-up in this manner until and unless the employee directs the Human Resources Director in writing to stop.

## **Other Reporting Options and Filing Information**

Nothing in this policy prevents an employee from filing a formal grievance in accordance with a collective bargaining agreement (CBA) or a formal complaint with BOLI or the Equal Employment Opportunity Commission (EEOC); or if applicable, the U.S. Department of Labor (USDOL) Civil Rights Center. Review the CBA for any provision that requires an employee to choose between the complaint procedure outlined in the CBA and filing a BOLI or EEOC complaint.

Nothing in Board policy GBEA - Workplace Harassment or this administrative regulation prevents any person from seeking remedy under any other available law, whether civil or criminal.

An employee or claimant must provide advance notice of claim against the employer as required by ORS 30.275.

## **Filing a report with the U.S. Department of Labor (USDOL) Civil Rights Center.**

An employee whose agency receives federal financial assistance from the USDOL under the Workforce Innovation and Opportunity Act, Mine Safety and Health Administration, Occupational Safety and Health Administration, or Veterans' Employment and Training Service, may file a complaint with the state of Oregon Equal Opportunity Officer or directly through the USDOL Civil Rights Center. The complaint must be written, signed and filed within 180 days of when the alleged discrimination or harassment occurred.

**Klamath Falls City Schools**  
1336 Avalon Street, Klamath Falls, Oregon 97603  
541-883-4702

**WORKPLACE HARASSMENT REPORTING OR COMPLAINT FORM**

Name of person making report/complainant: \_\_\_\_\_

Position of person making report/complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

\_\_\_\_\_

Description of alleged misconduct: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evidence of workplace harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

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

**Klamath Falls City Schools**  
1336 Avalon Street, Klamath Falls, Oregon 97603  
541-883-4702

**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBEB  
Adopted: 9/14/20  
Readopted: 7/08/24  
Orig. Code(s): GBEB

## Communicable Diseases in Schools

The district shall provide reasonable protection against the risk of exposure to communicable disease for students and employees while engaged in the performance of their duties. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance for Schools* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

A student or employee may not attend school or work, respectively, while in a communicable stage of a restrictable disease or when an administrator has reason to suspect the student or employee has or has been exposed to any disease for which exclusion is required in accordance with law. The district may provide an educational program in an alternative setting. Services will be provided to students as required by law.

Employees shall comply with all other measures adopted by the district and with all rules adopted by Oregon Health Authority, Public Health Division and the local health department.

The district shall protect the confidentiality of each student's and employee's health condition and record to the extent possible and consistent with federal and state law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator may inform employees with a legitimate educational interest.

The district will include, as part of its general emergency plans, a description of the actions to be taken by district staff in buildings and by the district in response to medical emergencies.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)  
[ORS 431.150 - 431.157](#)  
[ORS 433.001 - 433.004](#)  
[ORS 433.010](#)

[ORS 433.110](#)  
[ORS 433.235 - 433.284](#)  
[OAR 333-018](#)

[OAR 333-019-0010](#)  
[OAR 333-019-0014](#)  
[OAR 581-022-2220](#)  
[OAR 581-022-2225](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance for Schools*. Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2023).  
Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (2023).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBEB-AR  
Revised/Reviewed: 9/14/20; 7/08/24  
Orig. Code(s): GBEB-AR

## Communicable Diseases in Schools

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule<sup>1</sup> and include but are not limited to COVID-19, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection in a child who, in the opinion of the local health officer, poses an unusually high risk to other children (e.g., exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health.
2. “Susceptible” for a child means lacking documentation of immunization required under OAR 333-050-0050, or if immunization is not required, lacking evidence of immunity to the disease.
3. “Susceptible” for a school employee means lacking evidence of immunity to the disease.
4. “Reportable diseases” means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

### Restrictable Diseases

1. A student or employee of the district will not attend school or work, respectively, at a district school or facility while in a communicable stage of a restrictable disease, unless authorized to do so under Oregon law. When an administrator has reason to suspect that a student or employee has a restrictable disease, the administrator shall send them home.
2. An administrator shall exclude a susceptible student or employee if the administrator has reason to suspect they have been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator or designee may report the occurrence to the local health department.
3. A student or employee will be excluded in such instances until such time as the student or employee, respectively, presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the student or employee does not have or is not a carrier of any restrictable disease. An exclusion for chickenpox, scabies,

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<sup>1</sup> OAR 333-019-0010 lists restrictable diseases.

staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may be removed by a school nurse or health care provider.

4. More stringent exclusion standards for students or employees from school or work may be adopted by the local health department.

### **Reportable Diseases Notification**

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that an employee or student has been exposed to a restrictable disease which is also a reportable disease.
3. District staff with impaired immune responses, that are of childbearing age or some other medically fragile condition, should consult with a medical provider for additional guidance<sup>2</sup>.
4. An administrator shall determine other persons who may be informed of an employee's communicable disease, or that of a student's when a legitimate educational interest exists or for health and safety reasons, in accordance with law.

### **Equipment and Training**

1. The administrator or designee shall determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's ~~school-nurse~~ing team or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA).

Corrected 12/08/25

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<sup>2</sup> Refer to *Communicable Disease Guidance for Schools* published by the Oregon Health Authority and the Oregon Department of Education.

# Klamath Falls City Schools

Code: GBEBAA/JHCCBA/EBBAB  
Adopted: 6/16/03  
Readopted: 10/09/06; 3/06/17  
Orig. Code(s): GBEBAA/JHCCBA/EBBAB

## HBV/Bloodborne Pathogens

*(See policy EBBAA)*

The Board recognizes that staff/students incur some risk of infection and illness each time they are exposed to blood or other potentially infectious materials. While the risk to staff/students of exposure to body fluids due to casual contact with individuals in the school environment is very low, the Board regards any such risk as serious.

Consequently, the Board directs adherence to standard precautions. Standard precautions require that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HIV and/or other bloodborne pathogens.

In order to reduce the risk to staff/students by minimizing or eliminating staff exposure incidents to bloodborne pathogens, the Board directs the superintendent to develop and implement an exposure control plan. The plan shall be reviewed and updated at least annually or whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update shall also:

1. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens;
2. Annually document consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

The plan shall include training followed by an offer of immunization with Hepatitis B vaccine and vaccination series for all staff who are required to provide first aid to students and/or for all staff who have occupational exposure as determined by the district. Training shall be provided at the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter. Personal protective equipment appropriate to job task shall be provided by the district. Follow up by nursing/medical personnel will be provided by the District to any employee sustaining an occupational exposure.

The district recognizes that, as required by OAR 437-002-1030, employees who use medical sharps in the performance of their duties (e.g., administering injectable medicines to students, such as epinephrine and glucagons) must, at least annually, be provided with the opportunity to identify, evaluate and select engineering and work practice controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needleless systems). The district will implement such work practice controls, as appropriate.

Documentation, including a sharps injury log, will be maintained as required by OAR 437-002-1035 and OAR 437-002-1030 (3).

END OF POLICY

**Legal Reference(s):**

[OAR 333-022-0415](#)  
[OAR 437-002-0360](#)

[OAR 437-002-0377](#)  
[OAR 437-002-1030](#)

[OAR 437-002-1035](#)

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Corrected 12/08/25

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# Klamath Falls City Schools

Code: GBEBC/JHCCC/EBBAA  
Adopted: 1/11/93  
Readopted: 10/09/06; 3/06/17  
Orig. Code(s): GBEBC/JHCCC/EBBAA

## Infection Control - HIV, AIDS, HBV

*(See revised policy EBBAA)*

The district shall use standard precautions at all times as though each staff member or student is infected with HIV, AIDS or HBV.

The district shall develop exposure control procedures for staff and students.

Staff and students shall receive an annual in-service that includes correct procedures for cleaning up body fluid spills and for personal cleanup, appropriate disposal, immunization and personal hygiene, as well as the location and a content review of first-aid and clean-up kits. Kits shall be available for each room in the building and in each district vehicle.

In addition to an annual in-service, staff and students on a regular basis will receive HIV, AIDS and HBV information.

The information shall emphasize infection — how infection is spread as well as how it is not spread.

The district will cooperate with the Oregon Department of Education, the Oregon Department of Human Services, Health Services, the local health department and the education service district in delivering HIV, AIDS and HBV education.

END OF POLICY

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### Legal Reference(s):

[OAR 437-002-0360](#)  
[OAR 437-002-0377](#)

[OAR 581-022-0705](#)  
[OAR 581-022-1440](#)

[OAR 581-053-0240\(23\)\(c\)](#)  
[OAR 581-053-0250\(1\)](#)

# Klamath Falls City Schools

Code: GBEC  
Adopted: 3/10/08  
Readopted: 3/06/17  
Orig. Code(s): GBEC

## Drug-Free Workplace (Version 1)

No employee engaged in work in connection with a direct federal grant or contract shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcohol, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation at 21 C.F.R. 1308.11-1308.15.

“Workplace” is defined to mean the site for the performance of work done in connection with a federal grant or contract. That includes any school building or any school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the district where work on a federal grant is performed.

No district employee shall knowingly sell, market or distribute steroids or performance enhancing substances to students age birth to 21 with whom the employee has contact as part of the employee’s district duties; or knowingly endorse or suggest the use of such drugs or substances.

<sup>1</sup>Each employee who is engaged in work related to a direct federal grant or contract, shall notify his/her supervisor of his/her conviction of any criminal drug statute based on conduct occurring in the workplace, as defined above, no later than five days after such conviction.

<sup>1</sup>Each employee who is engaged in work related to a direct federal grant or contract, shall abide by the terms of this district policy establishing a drug-free workplace.

<sup>1</sup>An employee who violates the terms of this policy shall be subject to discipline up to and including dismissal. The district may require that the employee satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to satisfactorily participate in such program, employment may be suspended, his/her contract nonrenewed or nonextended or he/she may be dismissed, at the discretion of the Board.

END OF POLICY

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### Legal Reference(s):

[ORS 243.650](#)  
[ORS 336.222](#)

[ORS 342.721](#)  
[ORS 342.723](#)

[ORS 342.726](#)  
[ORS Chapter 475](#)

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Districts directly receiving grants or contracts from the federal government are required to meet this obligation.

[ORS 657.176](#)  
[ORS 659A.127](#)

[OAR 581-022-2045](#)  
[OAR 581-022-2210](#)

[OAR 584-020-0040\(5\)\(e\)](#)

Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8106 (2012); General Principles Relating to Suspension and Debarment Actions, 34 C.F.R. §§ 84.100-84.670 (2016).  
Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2016).  
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2012).

Reviewed 12/08/25

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# Klamath Falls City Schools

Code:  
Adopted:

GBEC

## Drug-Free Workplace (Version 2)

The district shall provide a drug-free workplace.

The purpose of this policy is to promote safety, health and efficiency by prohibiting the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol in the workplace.

This policy applies to all employees, including but not limited to, those exempt, unclassified, management service, classified and temporary employees who are paid directly or indirectly from funds received under a federal grant or contract.

The district shall provide to each employee a copy of this policy.

An employee shall not unlawfully manufacture, distribute, dispense, possess or use a controlled substance or alcohol in the workplace.

No district employee shall knowingly sell, market or distribute steroid or performance enhancing substances to kindergarten through grade 12 students with whom the employee has contact as part of employee's district duties; or knowingly endorse or suggest the use of such substances.

An employee shall, as a condition of employment, abide by the provisions of this policy.<sup>1</sup>

### Definitions

1. "Controlled substance" shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or other drug as classified under the federal Controlled Substances Act, as modified under Oregon Revised Statute (ORS) 475.035.
2. "Alcohol" shall include any form of alcohol for consumption, including beer, wine, wine coolers or liquor.
3. "Conviction" means a finding of guilt (including a plea of no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or state criminal drug statutes.
4. "Criminal drug statute" means a Federal or State criminal statute involving the manufacture, distribution, dispensation, possession or use of any controlled substance or alcohol.

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

5. “Drug-free workplace” means a site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol.

### **Sanctions and Remedies<sup>2</sup>**

The district, upon determining that an employee has engaged in the unlawful manufacture, distribution, dispensation or possession of a controlled substance or alcohol, or upon having reasonable suspicion (under the section below) of an employee’s unlawful use of a controlled substance or alcohol in the workplace, shall, pending any criminal drug statute conviction for a violation occurring in the workplace, take appropriate action, which may include transfer, granting of leave with or without pay or suspension with or without pay.

Within 30 calendar days of learning of an employee’s criminal drug statute conviction for a violation occurring in the workplace, the district shall:

1. Take appropriate action, which may include discipline up to and including termination; and/or
2. Require satisfactory participation by the employee in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement or other appropriate agency.

### **Basis for Reasonable Suspicion of Employee Use of Controlled Substance/Alcohol**

Reasonable suspicion of employee use of an unlawful controlled substance or alcohol shall be based upon any of the following:

1. Observed abnormal behavior or impairment in mental or physical performance (e.g., slurred speech, difficulty walking);
2. Direct observation of use in the workplace;
3. The opinion of a medical professional;
4. Reliable information concerning use in the workplace, the reliability of any such information shall be determined by employer;
5. A work-related accident in conjunction with a basis for reasonable suspicion as listed above.

### **Employee Assistance Program**

An employee having a drug or alcohol problem is encouraged to seek assistance, on a confidential basis, under the Employee Assistance Program if such program is provided by the employer.

The district shall, upon employee request, grant leave with or without pay to permit an employee to participate in a drug abuse assistance or rehabilitation program.

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<sup>2</sup> Ibid. p. 1

## Establishment of Drug-Free Awareness Program

The district shall establish a drug-free awareness program to inform employees of the:

1. Dangers of drug abuse in the workplace;
2. Existence of and content of this policy for maintaining a drug-free workplace;
3. Availability of drug-counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed for drug abuse violations occurring in the workplace.

### Notification by Employee of Conviction<sup>3</sup>

An employee shall, as a condition of employment, notify the district in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.

### Notification by the District of an Employee Conviction

The district shall notify the appropriate federal granting or contracting agency, in writing, of an employee's criminal drug statute conviction, for a violation occurring in the workplace, no later than 10 calendar days after learning of such conviction.

END OF POLICY

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#### Legal Reference(s):

[ORS 243.650](#)  
[ORS 336.222](#)  
[ORS 342.721](#)  
[ORS 342.723](#)

[ORS 342.726](#)  
[ORS Chapter 475](#)  
[ORS 657.176](#)  
[ORS 659A.127](#)

[OAR 581-022-2045](#)  
[OAR 581-022-2210](#)  
[OAR 584-020-0040\(5\)\(e\)](#)

Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8106 (2012); General Principles Relating to Suspension and Debarment Actions, 34 C.F.R. §§ 84.100-84.670 (2016).

Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2016).

Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2012).

Added 12/08/25

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<sup>3</sup> Ibid. p. 1

# Klamath Falls City Schools

Code: GBED  
Adopted: 3/06/17  
Orig. Code(s): GBED

## Medical Examinations/Drug Testing

### Medical Examinations

The district may require medical examinations after an employment offer has been made to a job applicant and before the applicant begins his/her/their employment duties. Any such requirement will ensure that all entering employees in the same job category will complete a medical examination regardless of disability.

All offers of employment may be made contingent on medical examination results.

Medical examinations will be conducted by a health-care professional selected by the district. District-required medical examination expenses will be paid by the district.

The successful applicant must be qualified and must be able to perform the essential functions of a position with or without reasonable accommodations. The district may withdraw an offer of employment should the medical examination reveal that the individual does not satisfy certain employment criteria under the following conditions:

1. The exclusionary criteria are job related and consistent with business necessity;
2. There is no reasonable accommodation that will enable the individual with a disability to perform the essential functions of the job;
3. The medical condition poses a direct threat to the health or safety of others in the workplace and cannot be eliminated or reduced to an acceptable level by a reasonable modification of policies, practices, procedures or by the provision of auxiliary aids or services;
4. The requested or necessary accommodation would impose an undue hardship on the district, unless funding is available through other sources. Individuals with a disability may be offered an opportunity of paying for a portion of the costs that constitutes an undue hardship or of personally providing the accommodation.

### Drug Testing

Offers of employment for certain positions shall be contingent upon successful passage of a district-required drug test. The district will require drug tests for safety-sensitive positions (e.g., bus drivers, heavy machinery operators) and positions in which the person is responsible for students' safety and security.<sup>†</sup> The district will designate when and where such testing will be conducted. The cost of the drug test shall

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<sup>†</sup>Based on Lanier, "Safety sensitive" may also include positions that have heavy student contact and in loco parentis responsibility (e.g. teachers, administrators, paraprofessionals).

be paid by the district. The offer of employment will be withdrawn from candidates who test positive for drugs.

Information the district receives regarding medical examinations and drug testing will be collected and maintained on separate forms and in separate files apart from personnel files. All such records will be kept confidential, maintained for a minimum of one year and released only in accordance with provisions of the Americans with Disabilities Act or other applicable laws.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

[ORS 657.176](#)

[ORS 659A.133](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).  
Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317; 49 C.F.R. Parts 40, 382, 391-395 (2016).  
Lanier v. City of Woodburn, 518 F3d. 1147 (9th Cir. 2008).  
Americans with Disabilities Act Amendments Act of 2008.

Corrected 2/09/26

# Klamath Falls City Schools

Code: GBEDA  
Adopted: 3/06/17  
Revised/Readopted: 1/13/20  
Orig. Code(s): GBEDA

## Drug and Alcohol Testing and Record Query - Transportation Personnel

In a continuing effort to prevent accidents and injuries resulting from the use of drugs and misuse of alcohol by drivers of commercial motor vehicles, the district shall establish a drug and alcohol misuse prevention program. The district's program shall meet the requirements of the Omnibus Transportation Employee Testing Act of 1991. The district or its transportation provider shall have an in-house drug and alcohol testing program or be a member of a consortium that provides testing that meets the federal regulations, and shall annually certify this information to the Oregon Department of Education (ODE). The district or its transportation provider shall comply with the reporting and pre-employment and annual query requirements of the Federal Motor Carrier Safety Administration (FMCSA).

All covered individuals offered employment with the district and district employees transferring to positions subject to the OTETA shall be required to submit to pre-employment drug testing and a pre-employment query with FMCSA. Additionally, covered employees will be subject to reasonable suspicion, random and post-accident alcohol and drug testing. Return-to-duty and follow-up testing may also be required.

The superintendent will develop administrative regulations as needed to implement the district's program including such provisions for pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up testing as may be necessary. The regulations will include training, education and other assistance to employees to promote a drug- and alcohol-free environment.

END OF POLICY

### Legal Reference(s):

[ORS 657.176](#)  
[ORS 825.415](#)  
[ORS 825.418](#)

[OAR 581-053-0220\(3\)\(h\)](#)  
[OAR 581-053-0230\(9\)\(t\)](#)  
[OAR 581-053-0420\(4\)\(b\)\(B\)\(ii\)](#)  
[OAR 581-053-0430\(13\),\(14\)](#)

[OAR 581-053-0531\(12\),\(13\)](#)  
[OAR 581-053-0615\(2\)\(c\)\(D\)\(ii\)](#)  
[OAR 581-053-0620\(1\)\(d\)](#)

Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317 (2012); 49 C.F.R. Parts 40, 382, 391-395 (2019).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBEDA-AR  
Adopted: 3/06/17  
Revised/Readopted: 1/13/20  
Orig. Code(s): GBEDA-AR

## Drug and Alcohol Testing and Record Query – Transportation Personnel

The following procedures shall govern the district’s drug use and alcohol misuse prevention program:

### 1. Program Coordinator

The ~~director of personnel~~ human resources director will be designated as the district’s drug use and alcohol misuse prevention program coordinator. The human resources director ~~of personnel~~ will coordinate the district’s responsibilities and compliance efforts with the applicable provisions of the Omnibus Transportation Employee Testing Act of 1991 (OTETA). The ~~human resources director of personnel~~ will:

- a. Ensure that all covered employees receive written materials explaining the district’s drug and alcohol misuse prevention program requirements including:
  - (1) The district policy and administrative regulations;
  - (2) A contact person knowledgeable about the materials, policy, administrative regulations and the OTETA;
  - (3) Categories of employees covered;
  - (4) Information about the safety-sensitive functions and what period of the workday the employee is required to be in compliance. Safety-sensitive functions shall include such responsibilities as all on-duty time waiting to be dispatched, driving time, assisting or supervising loading or unloading, repairing, obtaining assistance or remaining in attendance upon a disabled vehicle. All time spent providing drug and alcohol samples, including travel time to and from the collection or testing site as needed to comply with random, reasonable suspicion, post-accident, return-to-duty or follow-up testing, will also be considered as on-duty time;
  - (5) Specific information concerning prohibited conduct;
  - (6) Circumstances under which employees will be tested;
  - (7) Procedures used in the testing process;
  - (8) The ~~requirements~~ requirements that covered employees submit to drug and alcohol testing, administered in accordance with 49 C.F.R. Part 382;
  - (9) Explanation of what constitutes a refusal to submit to a drug and/or alcohol test;
  - (10) Consequences of violations (e.g., discipline up to and including dismissal as may be required by the district and removal from safety-sensitive functions as required by the OTETA) and notification of resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and the use of drugs including the names, addresses and telephone numbers of substance abuse professionals (SAPs) and counseling and treatment programs. Such information will include the consequences for covered employees found to have a breath alcohol concentration rate of 0.02 or greater, but less than 0.04, and for those employees found to have a breath alcohol content level greater than 0.04. Minimally, no driver tested and found to have a breath alcohol concentration rate of 0.02 or greater but less than 0.04 shall be permitted to perform or continue to perform safety-sensitive functions until the start of the driver’s next regularly scheduled duty period, but not less than 24 hours following administration of the test;

- (11) Information on the effects of drug use and alcohol misuse on an individual’s health, work and personal life; signs and symptoms of an alcohol or drug problem (driver’s or co-worker’s); and available methods of intervening when such problems are suspected, including confrontation, referral to an employee assistance program as available and/or referral to the administration; and
- (12) Requirement of the district to collect, maintain and report the following information to the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse<sup>1</sup>:
  - (a) A verified positive, adulterated, or substituted drug test result;
  - (b) An alcohol confirmation test with a concentration of 0.04 or higher;
  - (c) A refusal to submit to any test required by subpart C of 49 C.F.R. Part 382;
  - (d) An employer’s report of actual knowledge (as defined at 49 C.F.R. § 382.107) of a violation of regulations, including:
    - (i) On duty alcohol use;
    - (ii) Pre-duty alcohol use;
    - (iii) Alcohol use following an accident;
    - (iv) Controlled substance use.
  - (e) A SAP’s report of the successful completion of the return-to-duty process;
  - (f) A negative return-to-duty test; and
  - (g) An employer’s report of completion of follow-up testing.
- b. Ensure that employees sign statements certifying that they have received the materials;
- c. Ensure that administrators and supervisors designated to determine reasonable suspicion receive at least 60 minutes of drug-abuse training and an additional 60 minutes of alcohol-misuse training. Training will include the physical, behavioral, speech and performance indicators of probable drug abuse and alcohol misuse;
- d. Ensure district compliance with applicable provisions of the OTETA’s requirements regarding the district’s management information system, retention and confidentiality of records;
- e. Ensure selection of a site with appropriately trained personnel for the collection of specimens for drug testing;
- f. Ensure selection of a site with a certified breath alcohol technician and evidential breath testing devices for alcohol testing;
- g. Ensure selection of a laboratory certified by the Oregon Health Authority, Public Health Division (“OHA”) to conduct drug specimen analysis;
- h. Ensure selection of a qualified medical or osteopathic doctor to serve as a **medical review officer** ~~Medical Review Officer~~ (MRO) to verify laboratory drug test results;
- i. Ensure selection of qualified personnel to provide education and training to employees and supervisors in accordance with employee assistance program requirements as specified in the OTETA;
- j. Ensure the district’s drug use and alcohol misuse prevention program is maintained in at least outline form, on file and available for inspection at the district office. The district shall maintain the following:
  - (1) Information on the effects and consequences of drug and alcohol use on personal health, safety and the work environment;
  - (2) Information on the manifestations and behavioral changes that may indicate drug and alcohol use or abuse;
  - (3) Documentation that drug training for all supervisory personnel has consisted of at least 60 minutes;

<sup>1</sup><https://clearinghouse.fmcsa.dot.gov/>

- (4) Documentation that alcohol training for all supervisory personnel has consisted of at least 60 minutes;
  - (5) Documentation of training given to employees.
- k. Ensure the establishment of clearly defined communication procedures to include the method (e.g., mail, facsimile) and frequency (e.g., monthly, daily, weekly) as well as the authorized individuals to impart and receive information to meet the documentation and confidentiality requirements of the OTETA;
  - l. Ensure employee organizations receive written notice of the availability of all pertinent drug and alcohol misuse prevention program information;
  - m. <sup>2</sup>Ensure compliance with stand-down prohibitions as set forth by the OTETA. “Stand-down” means the practice of temporarily removing an employee from the performance of safety-sensitive functions, based on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test or a substituted test, before the MRO has completed verification of the test results. The district will not stand-down employees, except as provided by the ~~FMCSA Federal Motor Carrier Safety Administration (FMCSA)~~ below:
    - (1) The district may seek a waiver of the prohibition against standing down an employee;
    - (2) Requests which include all required information will be submitted to FMCSA for approval.

2. Pre-Employment and Annual Queries from, and Required Reporting to FMCSA

The district is required to conduct a pre-employment query with FMCSA on drivers who are subject to controlled substance and alcohol testing regulation, and is required to report information obtained through its controlled substance and alcohol testing program to FMCSA. All offers of employment for positions identified by the district, as required by the OTETA, will be contingent upon the results of a pre-employment query.

- a. The district will obtain written or electronic consent from a driver subject to controlled substances and alcohol testing to conduct a pre-employment query with FMCSA. The consent will include consent to obtain the following information:
  - (1) If the driver has a verified positive, adulterated, or substituted controlled substances test result;
  - (2) If the driver has an alcohol confirmation test with a concentration of 0.04 or higher;
  - (3) If the driver has refused to submit to a test (in violation of 49 C.F.R. § 382.211); or
  - (4) If the driver has a report submitted by another employer on actual knowledge (as defined at 49 C.F.R. § 382.107) of a violation of regulations that included:
    - (a) On duty alcohol use;
    - (b) Pre-duty alcohol use;
    - (c) Alcohol use following an accident; or
    - (d) Controlled substance use.

The district will conduct annual queries<sup>3</sup> with the FMCSA on employees subject to such queries as required by law.

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<sup>2</sup> Stand-down policy pursuant to law.

<sup>3</sup> Written consent from the driver is required. This may be a limited query when allowed. If the limited query indicates that the FMCSA contains information on the driver~~driver~~, the district will conduct a full query within 24 hours and must not allow driver to perform safety-sensitive functions.

- b. The district will report<sup>4</sup> to FMCSA the following personal information about a driver that is collected and maintained in connection with the district's testing program:
- (1) An alcohol confirmation test with an alcohol concentration of 0.04 or greater;
  - (2) A refusal to submit to an alcohol test pursuant to conditions found in 49 C.F.R. § 40.261 or a refusal to drug test determination made in accordance with 49 C.F.R. § 40.191(a)(1)-(4), (a)(8)-(11) or (d)(1), but in the case of a refusal to test under (a)(11), the district may report only those admissions made to the specimen collector;
  - (3) A SAP's report of the successful completion of the return-to-duty process;
  - (4) A negative return-to-duty test; and
  - (5) An employer's report of completion of follow-up testing.

The report will include, as applicable:

- (1) Reason for the test;
- (2) Driver's name, date of birth, and CDL number and ~~State~~state of issuance;
- (3) Employer name, address, and USDOT number;
- (4) Date of the test;
- (5) Date the result was reported; and
- (6) Test result. The test result must be one of the following:
  - (a) Negative (only required for return-to-duty tests administered in accordance with law);
  - (b) Positive; or
  - (c) Refusal to take a test.
- (7) An employer's report of a driver's refusal to submit<sup>5</sup> to alcohol or drug testing must include the following information:
  - (a) Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the driver was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
  - (b) Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable); and
  - (c) Documentation, including a certificate of service or other evidence, showing that the employer provided the employee with all documentation reported herein.
- (8) An employer's report of a violation of one of the following will occur by the close of the third business day following the date on which the employer obtains actual knowledge (as defined at 49 C.F.R. § 382.107):
  - (a) On duty alcohol use;
  - (b) Pre-duty alcohol use;
  - (c) Alcohol use following an accident;
  - (d) Controlled substance use.

This report will include the following information:

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<sup>4</sup> The district will complete such reporting to FMCSA by close of the third business day following receipt of the information.

<sup>5</sup> 49 C.F.R. § 40.261(a)(1) or 40.191(a)(1)

- (a) Driver's name, date of birth, ~~and~~ CDL number and state of issuance;
- (b) Employer name, address, and USDOT number, if applicable;
- (c) Date the employer obtained actual knowledge of the violation;
- (d) Witnesses to the violation, if any, including contact information;
- (e) Description of the violation;
- (f) Evidence supporting each fact alleged in the description of the violation required under paragraph above in this section, which may include, but is not limited to, affidavits, photographs, video or audio recordings, employee statements (other than admissions pursuant to § 382.121), correspondence, or other documentation; and
- (g) A certificate of service or other evidence showing that the employer provided the employee with all information reported under paragraph above in this section.

If the district's program coordinator is the subject of the testing, the district will ensure compliance with applicable consent, testing, and reporting requirements pursuant to law.

### 3. Pre-employment Testing

The district shall conduct pre-employment testing as follows:

- a. All offers of employment for positions as identified by Board policy and as required by the OTETA will be contingent upon drug and/or alcohol test results;
- b. Individuals offered employment with the district and employees transferring to positions subject to the OTETA contingent on drug and/or alcohol testing, must provide written consent for the release of any prior employer positive drug and failed alcohol testing results, refusals to be tested, other violations of testing regulations and, with respect to any employee who violated drug and alcohol regulations, documentation of the employee's successful completion of return-to-duty requirements (including SAP evaluations and follow-up tests) within the preceding two years;
- c. The district shall obtain and review such drug and alcohol information from previous employers of the past two years no later than 14 calendar days after the driver is used for the first time. The district will provide the written permission of the driver, for release of information, to the previous employers;
- d. The district will maintain a written, confidential record of information obtained from another employer or the good faith efforts to obtain such information, and will maintain the same for three years from the date the driver's service began.
- e. <sup>6</sup>Requests received by the district for release of such information to another employer must include written consent from the subject driver. Records will be released immediately in any written form (e.g., fax, email, letter) that ensures confidentiality. The district will maintain a written record and summary of information released, the date, and to whom the information was released;
- f. The district must ask a driver, and will not use such driver, if they have a positive drug test or a failed alcohol test while employed with a previous employer or who refused to test while under employment with a previous employer in the past two years unless the driver is in compliance with the SAP's treatment program and the OTETA's return-to-duty test requirements;
- g. Prior to being directed by the district to a collection site for drug and alcohol testing, the applicant will be notified that the urine sample collected shall be tested for the presence of drugs and the breath or saliva sample shall be tested for the presence of alcohol;
- h. Failure to report to the collection site for testing within the time frame specified by the district shall constitute a refusal to report for testing and result in immediate withdrawal of the employment or transfer offer;

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<sup>6</sup> Pertains to requests received by the district from other employers.

- i. Pre-employment drug and alcohol testing will be paid for by the district
- j. Tests must indicate negative drug test results and a breath alcohol content level below a 0.02. Individuals who fail to meet such drug and alcohol requirements will not be hired or transferred voluntarily or involuntarily to covered positions;
- k. Such testing will also be required of covered employees each time an employee returns to work after a layoff period if the employee was removed from the random testing pool. As long as the employee remains in the random testing pool, additional testing or subsequent pre-employment drug and/or alcohol testing will not be necessary following a layoff;
- l. The district will notify individuals offered employment with the district contingent on drug testing of the results of such testing upon request within 60 days of being notified of the disposition of the employment application;
- m. Refusal to submit to drug and/or alcohol testing and/or to provide signed permission for the release of past testing information as required by the district shall result in immediate termination from employment or transfer consideration;
- n. The individual may request a screening of the split specimen at their own expense. All such requests must be received in writing by the district no later than 72 hours following notification to the applicant of the positive test results.

#### 4. Post-Accident Testing

The district shall conduct post-accident testing as follows:

- a. It is the responsibility of the employee to report for post-accident drug and alcohol testing as soon as practicable following a motor vehicle accident which occurs while the employee is performing district safety-sensitive functions in which there is a fatality or the employee receives a citation for a moving traffic violation in connection with an injury or tow-away accident:
  - (1) The employee will report to the designated collection site for post-accident drug and alcohol testing as soon as practicable following the occurrence of the accident;
  - (2) If alcohol testing has not been administered within two hours, the district shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered;
  - (3) If alcohol testing is not administered within eight hours, the district shall cease attempts to administer an alcohol test and shall state and maintain on file a record specifying why the test was not administered;
  - (4) If drug testing has not been administered within 32 hours following the accident, the district will cease attempts to administer such tests and will document why the test was not administered;
  - (5) The employee will contact the district official or designee as soon as practicable following the accident giving as much detailed information about the accident as possible (e.g., fatalities, injuries, tow-a-ways, traffic citation issued, etc.).
- b. The district will provide employees with necessary post-accident testing information, procedures and instructions as a part of its employee training program. Additionally, written instructions to follow in the event of an accident will be provided in district vehicles as appropriate. Instructions will include locations of drug specimen collection and alcohol testing sites and telephone number of the district drug use and alcohol misuse prevention program coordinator or other district officials to contact;
- c. The employee shall remain readily available for testing or may be deemed by the district to have refused to submit to testing. Such refusal is treated as if the district received an alcohol test result of 0.04 or greater or received a positive drug test. Nothing in this requirement shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period

- necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care;
- d. Results of a breath or blood test for the use of alcohol or a urine test for the use of drugs conducted by on-site federal, state and/or local law enforcement officials having independent authority for the test shall be considered to meet necessary requirements provided results of the test are obtained by the district and the tests conform to all applicable federal, state and/or local requirements;
- e. An employee who is involved in an accident involving a fatality, injury and/or tow-away as described by the OTETA is prohibited from using alcohol for eight hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

## 5. Random Testing

The district shall conduct random drug and alcohol testing annually as follows:

- a. Not less than 25 percent of the average number of driver positions shall be tested for drugs and not less than 10 percent shall be tested for alcohol in accordance with current minimum random testing requirements of the OTETA. Any unfilled, covered positions will be included as part of the total number of positions counted by the district for testing rate purposes.
  - (1) The district will meet minimum testing rates.
- b. The testing rate may be adjusted by FMCSA based on industrywide data;
- c. The testing process shall, in fact, be random. Unless advised otherwise by their consortium, all employees will remain in the pool of drivers for each subsequent period, including vacations, holiday periods and summer recesses, whether or not they have been chosen for testing in the past;
- d. The selection of employees for random testing shall be made by a scientifically valid method. The process selected by the district will ensure that all employees shall have an equal chance of being tested each time selections are made. The district will use the following system:

Computerized system:

A random number generating program will be loaded into a computer along with the employees' social security number, payroll identification number or other comparable identification number for the drivers.

- e. All such testing shall be unannounced and dates selected spread reasonably throughout the calendar year to avoid predictability and the perception that testing is "done for the year-;"
- f. Following notification of testing, selected employees shall proceed to the district-selected collection site immediately or as soon as practicable;
- g. Each employee selected for testing shall be tested during the selection period;
- h. Employees shall only be tested for alcohol just before the driver is scheduled to perform safety-sensitive functions, during or just after performing such functions;
- i. Employees off work due to leave of absence, vacation and layoff will be informed that they remain subject to random testing. Employees drawn for such testing will be notified and tested as soon as practicable upon return to duty but no later than the next selection cycle (e.g., monthly, quarterly, etc.).

## 6. Reasonable Suspicion Testing

The district shall conduct reasonable suspicion drug and alcohol testing as follows:

- a. The district will test covered employees when there is reasonable suspicion to believe that the employee has engaged in drug use or alcohol misuse;

- b. Reasonable suspicion will be based on specific contemporaneous, articulable observations made by a trained supervisor as designated by the district, concerning appearance, behavior, speech or body odors indicative of employee use of drugs or the misuse of alcohol. Observations of drug use may include indications of chronic and withdrawal effects of drugs and noticeable degradation of job performance that may be associated with the use of drugs;
- c. Hearsay or secondhand information is not sufficient to require an employee to submit to testing;
- d. Alcohol testing may be authorized only if observations resulting in reasonable suspicion are made during, just preceding or just after the period of the workday that the employee is required to be in compliance with this policy, administrative regulations and applicable OTETA provisions;
- e. A written record shall be made of the observations leading to a reasonable suspicion drug test and signed by the administrator or designee authorized to make such observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier;
- f. The district will ensure that the employee under reasonable suspicion is transported to the designated collection or testing site.

## 7. Referrals, Evaluation and Treatment

The district shall provide information related to referrals, evaluation and treatment as follows:

- a. The district shall advise covered employees, who violate the drug and alcohol prohibitions, of referral services available for evaluating and resolving problems associated with the use of drugs and the misuse of alcohol. Such information will include the names, addresses and telephone numbers of SAPs and counseling and treatment programs;
- b. An employee who engages in such prohibited conduct shall be evaluated by a SAP;
- c. The SAP will determine what assistance if any the employee needs in resolving problems associated with drug use and alcohol misuse;
- d. This requirement applies only to current employees and not to job applicants who refuse testing or who test positive for drugs;
- e. This requirement shall not be interpreted to require the district to provide or pay for any rehabilitation costs or to hold a job open for an employee with or without salary;
- f. SAPs, as referred to in these administrative regulations, means:
  - (1) Licensed physicians with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders;
  - (2) Licensed or certified psychologists, social workers or employee assistance professionals with like knowledge; and
  - (3) Alcohol and drug abuse counselors certified by the Association for Addiction Professionals (NAADAC). This does not include state-certified counselors.

## 8. Return-to-Duty Testing

Employees, if they continue employment and before they return to duty, shall comply with the following:

- a. When an employee has previously tested greater than or equal to 0.04 for alcohol, the employee must retest (return-to-duty test) with an alcohol concentration of less than 0.02;
- b. When an employee has previously tested positive for drug use, the employee must retest (return-to-duty test) with a verified negative test result.

## 9. Follow-up Testing

Employees, if they continue employment, shall comply with the following:

- a. Follow-up testing will be conducted whenever a SAP determines that an employee is in need of resolving problems associated with drug use and/or alcohol misuse;
- b. Follow-up alcohol testing will be conducted only when the employee is performing safety-sensitive functions, just before or just after the driver has performed safety-sensitive functions;
- c. Follow-up drug and alcohol testing will be unannounced<sup>7</sup>;
- d. The number and frequency of such tests shall be determined by the SAP. Minimally, there shall be:
  - (1) At least 6 unannounced tests in the first 12 months following the driver's return to duty;
  - (2) Testing shall not exceed 60 months from the date of the employee's return to duty. The SAP, however, may terminate the follow-up testing at any time after the first six tests if SAP determines the testing is no longer needed.

## 10. Drug and Alcohol Testing Procedures

The district, in cooperation with contracted collection and testing facilities, shall maintain drug and alcohol testing procedures as follows:

- a. Drugs
  - (1) The applicant or employee reports to the district-designated collection site and provides positive identification (e.g., photo ID);
  - (2) A urine sample for drug testing is provided. A "split specimen" (two urine specimen bottles) is prepared from the urine sample;
  - (3) Following completion of a chain-of-custody form, both specimen bottles are forwarded to the OHA certified laboratory for analysis. The split specimen is stored at the laboratory for later testing as may be necessary. Initial testing is performed only on one specimen bottle;
  - (4) Testing results are reported to the district-selected MRO by mail or electronic transmission. Results may not be given over the phone;
  - (5) The MRO will verify negative and positive testing results;
  - (6) The MRO will report the verified negative testing results to the district;
  - (7) The MRO will report verified positive testing results to the applicant or employee, discuss the type of illegal substance found and determine whether there is any valid medical reason for the positive testing results;
  - (8) A verified valid medical reason for a positive test result will be reported as a negative test result to the district;
  - (9) If no legitimate medical reason exists for positive drug testing, the MRO will report a confirmed positive test result and identity of the substance(s) to the district;
  - (10) The employee or applicant may request within 72 hours of a positive test notice that the split specimen (second bottle) be screened. Such screening costs will be paid for by the employee
  - (11) Unlike the original specimen analyzed for specific levels of controlled substances, the split specimen is analyzed only for the presence of drugs;
  - (12) The MRO will report results of the second screening to the employee and the district;
  - (13) The MRO will meet all the OTETA requirements including review of chain-of-custody control form, administrative processing of negative test results, verification of positive

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

testing results, report to the FMCSA, and maintenance of confidentiality requirements as may be applicable;

- (14) Detailed drug testing procedures may be obtained by contacting the district's drug use and alcohol misuse prevention coordinator or designee.

b. Alcohol

- (1) The employee reports to the district-designated testing site and provides positive identification;
- (2) Under the alcohol testing rule, an alcohol test result will be considered failing even if over-the-counter or legally prescribed medication is involved;
- (3) All alcohol screening tests will be conducted by a qualified breath alcohol technician using evidential breath testing devices;
- (4) Testing may be conducted at an OHA certified laboratory or other location including mobile facilities equipped for such testing as may meet the requirements of the OTETA;
- (5) District supervisors should generally not be used as a breath alcohol or screening test technician for covered employees. Under certain circumstances, a properly trained district supervisor may conduct such testing in the absence of another technician;
- (6) The employee submits to breath or saliva testing;
- (7) If the result of the testing indicates an alcohol concentration rate of 0.02 or greater, a confirmation breath test is administered after at least 15 minutes, but no longer than 30 minutes, after the initial testing. All confirmation tests will be conducted using evidential breath testing devices;
- (8) The technician will report any invalid tests, confirmed failing and passing results to the district;
- (9) Employee refusal to sign forms as required (i.e., Step 2 on the Alcohol Testing Form) shall be considered as refusal to be tested;
- (10) The breath alcohol or screening test technician will meet all OTETA requirements including such testing procedures, Alcohol Testing Form and confidentiality requirements as may be required;
- (11) Detailed alcohol testing procedures may be obtained by contacting the district's drug use and alcohol misuse prevention program coordinator or designee.

11. Positive Test Result

When the MRO determines a positive test result is valid, the MRO will report the finding to the Oregon Department of Transportation (ODOT) and the Oregon Department of Education. The person who is the subject of the test results will be notified by ODOT that the person has a right to a hearing to determine whether the test results reported will be placed in the employee's employment driving record.

12. Record Keeping/Record Reporting

The district shall maintain records of its drug use and alcohol misuse prevention program as follows:

a. Records related to the collection process:

- (1) Collection logbook, if used;
- (2) Documents relating to the random selection process;
- (3) Documents generated in connection with decisions to administer reasonable suspicion drug or alcohol testing;
- (4) Documents generated in connection with decisions on post-accident testing;
- (5) Documents verifying the existence of an explanation of the inability of an employee to provide adequate breath or to provide a urine specimen for testing;

- (6) An annual calendar year report summarizing results of the district's drug use and alcohol misuse prevention program will be prepared and maintained when requested by FMCSA as part of an inspection, investigation, special study or for statistical purposes;
  - (7) Calibration documentation for evidential breath testing devices;
  - (8) Documentation of breath alcohol or screening test technician training while the individual performs the functions which require the training.
- b. Records related to each query:
    - (1) Documents related to consent of any query;
    - (2) Documents related to information received for a pre-employment or annual query;
    - (3) Documents related to meeting reporting requirements.
  - c. Records related to pre-employment verification with a driver's previous employer;
  - d. Records related to a driver's test results, including:
    - (1) The district's copy of the alcohol testing form, including the test results;
    - (2) The district's copy of the controlled substance test custody and control form;
    - (3) Documents sent by the MRO to the district;
    - (4) Documents related to the refusal of any employee to submit to drug and/or alcohol testing;
    - (5) Documents presented by a driver to dispute the results of a drug and/or alcohol test administered in connection with the requirements of the OTETA.
  - e. Records related to evaluations as follows:
    - (1) Records pertaining to a determination by a SAP concerning an evaluation of covered employees need for assistance;
    - (2) Records concerning a driver's compliance with recommendations of the SAP.
  - f. Records related to education and training as follows:
    - (1) Materials on drug use awareness and alcohol misuse including a copy of the district's policy and administrative regulations on drug use and alcohol misuse and related information;
    - (2) Driver's signed receipt of education materials;
    - (3) Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for drug and/or alcohol testing based on reasonable suspicion;
    - (4) Certification that any training conducted in compliance with the OTETA meets all pertinent requirements for such training.
  - g. Records related to alcohol and drug testing as follows:
    - (1) Agreements with collection site facilities, laboratories, MROs and consortia (includes breath alcohol technicians, screening test technicians and third party providers), as applicable;
    - (2) Names and positions of officials and their role in the district's drug and alcohol testing program(s);
    - (3) Semiannual laboratory statistical summaries of urinalysis as required by the OTETA and as reported by the laboratory. The district will document laboratory failures to provide statistical summaries and any district follow-up efforts to obtain such reports.

h. Records will be retained by the district as follows:

(1) Five Years:

- (a) Records of employee alcohol-testing results with results indicating an alcohol concentration of 0.02 or greater;
- (b) Records of verified positive drug testing results;
- (c) Documentation of refusals to take required drug and/or alcohol tests;
- (d) Employee evaluation and referrals<sup>8</sup>;
- (e) Testing program records including violations;
- (f) A copy of each annual calendar year report summary;
- (g) Equipment calibration documentation when required (See 12. a. ~~and~~(7) above),

(2) Three Years:

- (a) Records related to each query and all information received in response to each query. Documentation of a consent will be retained for three years from the date of the last query.
- (b) Pre-employment records obtained, or good faith efforts to obtain, from a previous employer about a driver.

(3) Two Years:

Records related to the drug and alcohol collection process (except calibration of evidential breath testing devices).

(4) One Year:

Records of negative and cancelled drug-testing results and alcohol test results with a concentration of less than 0.02.

(5) Indefinite Period:

Records related to the education and training of breath alcohol technicians, screening test technicians, supervisors and drivers shall be maintained by the district while the individual performs the functions which require training and for two years after ceasing to perform those functions.

i. Records will be maintained in a secure location with controlled access to ensure confidentiality requirements are met as follows:

- (1) Drug use and alcohol misuse prevention program records will be maintained at the district office. Records relating to individual employee drug and/or alcohol testing, evaluation and treatment will be maintained separately from the employee's personnel file;
- (2) Employees are entitled upon written request to obtain copies;
- (3) The district may disclose information in connection with employee benefit proceedings, Department of Transportation agency action against an employee or National Transportation Safety Board safety investigations;
- (4) The district shall disclose such information<sup>8</sup> to subsequent employers upon written request from the employee (in accordance with 49 C.F.R. § 382.413);

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<sup>8</sup> Information that must be disclosed to subsequent employers upon receipt of proper authorization form/release signed by the employer's ex-driver: (a) Failed alcohol tests (breath alcohol content of 0.04 or greater); (b) Verified positive drug test; (c) Refusals to test.

- (5) The district will provide access to any drug and alcohol collection and/or testing facility records maintained by the district as described by the OTETA (i.e., those federal agencies, state and local officials who have regulatory authority over the district's covered employees).

Corrected 12/08/25

# Klamath Falls City Schools

Code:

GBG

Adopted:

## Staff Participation in Political Activities

Employees may exercise their right to participate fully in affairs of public interest on a local, county, state and national level on the same basis as any community member in a comparable position in public or private employment and within the law.

All district employees are privileged within the limitations imposed by state and federal laws and regulations to choose any side of a particular issue and to support their viewpoints as they desire by vote, discussion or persuading others. Such discussion and persuasion, however, will not be carried on during the performance of district duties, except in open discussion during classroom lessons that consider various candidates for a particular office or various sides of a particular political or civil issue.

On all controversial issues, employees must designate that the viewpoints they represent on the issues are personal and are not to be interpreted as the district's official viewpoint.

No employee will use district facilities, equipment or supplies in connection with political activities, nor will use any time during the work day for such political activities.

END OF POLICY

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### Legal Reference(s):

[ORS Chapter 244](#)

[ORS 260.432](#)

OR. CONST., art. XV, § 8.

Added 2/09/26

# Klamath Falls City Schools

Code: GBH/JECAC  
Adopted: 3/06/17  
Readopted: 4/09/18  
Orig. Code(s): GBH/JECAC

## Staff/Student/Parent Relations Communications\*\*

The Board encourages parents to be involved in their student's school educational activities and, unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting their student's education school records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;
2. Authorizing emergency medical, dental, psychological, psychiatric, or other health care for the student if the custodial parent is, for practical reasons, unavailable.

It is the responsibility of the parent with sole custody to provide any court order or parental plan that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued.

~~Unless provided by court order or a parental plan, a student shall not be released to the noncustodial parent, nor shall the noncustodial parent be granted visitation or phone access during the school day.~~

~~In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. The district may request in writing any special requests or clarifications in areas concerning the student and the district's relationship and responsibilities.~~

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

### Legal Reference(s):

[ORS 107.101](#)  
[ORS 107.102](#)

[ORS 107.106](#)  
[ORS 107.154](#)

[ORS 109.056](#)  
[ORS 163.245 - 163.257](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).  
Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBI  
Adopted: 5/11/09  
Revised/Readopted: 3/06/17  
Orig. Code(s): GBI

## Gifts and Solicitations

Students and their parents shall be discouraged from giving gifts to district employees. The Board welcomes, as appropriate, the writing of letters by students to staff members expressing gratitude and appreciation.

Individual employees ~~will refrain from~~ will limit giving gifts<sup>1</sup> to staff members who exercise any direct or indirect administrative or supervisory jurisdiction over them. Collecting money for group gifts is discouraged except in special circumstances such as bereavement, serious illness or ~~for~~ retirement gifts. Staff-initiated “sunshine funds” are exempt from this policy.

No staff member may solicit funds in the name of the school or district through the use of, including but not limited to, internet-based or crowd-funding types of fund raising, without the approval of the principal.

Individual employees need to be accountable for maintaining integrity and avoid accepting anything of value offered by another for the purpose of influencing ~~their~~ his/her professional judgment.

All employees are prohibited from accepting items of material value from companies or organizations doing business with the district. “Material value” is defined as \$50 from a single source in a single year.

No organization may solicit funds from staff members within the schools, nor may anyone distribute flyers or other materials related to fund drives through the schools without the superintendent’s approval. Staff members may not be made responsible or assume responsibility for collecting money or distributing any fund-drive literature within the schools without the superintendent’s approval.

The soliciting of staff by sales people, other staff or agents during on-duty hours is prohibited. Any solicitation should be reported at once to the principal or supervisor. Advertising is not allowed in the building without the superintendent’s approval.

END OF POLICY

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### Legal Reference(s):

[ORS 244.010 to -244.400](#)  
[ORS 339.880](#)

[OAR 584-020-0000 to -0045](#)  
[OAR 199-005-0005 to -199-020-0020](#)

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<sup>1</sup> “Gift” means something of economic value given to a public official or the public official’s relative or household member without valuable consideration of equivalent value, including the full or partial forgiveness of indebtedness, which is not extended to others who are not public officials or the relatives or household members of public officials on the same terms and conditions; and something of economic value given to a public official or the public official’s relative for valuable consideration less than that required from others who are not public officials. See ORS Chapter 244 for gift definition exceptions.



Corrected 12/08/25

# Klamath Falls City Schools

Code: GBI-AR  
Revised/Reviewed:

## Internet-Based, Crowd Funding Solicitation

All district or school internet-based, crowd funding or other similar types of monetary solicitation shall be in compliance with all district fund-raising policies, requiring preapproval from the principals.

The principals shall monitor the internet-based and/or crowd-funding site to ensure that no student information is disclosed improperly and no images are used without permission.

The principals shall ensure that the internet-based and/or crowd-funding site is legitimate, and that the terms of the site are being followed.

All technology requests for funding shall follow appropriate policies and use guidelines.

All district or school funding will be on the district's system.

All technology purchases or request for purchase will be approved by the director of technology.

All non-monetary items obtained become property of the district and all inventory procedures apply.

All monetary donations shall be recorded in the proper school or district fund. No school or district banking information shall be given out. A check will be requested to be mailed to the school or district as directed in the name of the school or district and not to the individual.

A file will be maintained by the principal that documents the principal approval, details of the project, a print out of the website, copies of all agreements and permission forms, copies of any checks of monetary donation received as well as the inventory listing non-monetary donations.

Corrected/Added 12/08/25

# Klamath Falls City Schools

Code: GBK/~~JFCG~~/KGC  
Adopted: 3/06/17  
Readopted: 4/09/18  
Orig. Code(s): GBK/JFCG/KGC

## **Prohibited Use, ~~Possession~~, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems**

The Board establishes a school and working environment that is free of smoke, aerosols and vapors containing inhalants.

The use, distribution or sale of tobacco products or inhalant delivery systems by staff on district property, including parking lots, at district-sponsored events, in district-owned, rented or leased vehicles or otherwise while on duty on or off district premises is prohibited. Use, distribution or sale of tobacco products or inhalant delivery systems by all others on district property, in district vehicles or at district-sponsored events, on or off district premises, on all district grounds, including parking lots, is prohibited.

Staff and/or all others authorized to use any private vehicles to transport district students to school-sponsored activities are prohibited from using tobacco products or inhalant delivery systems in those vehicles while students are under their care.

For the purposes of this policy, “tobacco products” is defined, to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, or snuff, in any form. This does not include products that are USFDA-approved for sale as a tobacco cessation products, or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

For the purpose of this policy, “inhalant delivery system” means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device or a component of a device; or a substance in any form sold for the purpose of being vaporized or aerosolized by a device whether the component or substance is sold or not sold separately. This does not include products that are USFDA-approved for sale as a tobacco cessation products or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

Clothing, bags, hats and other personal items used by staff to display, promote or advertise tobacco products or inhalant delivery systems are prohibited on all district grounds, including parking lots, at school-sponsored activities or in district vehicles. Advertising is prohibited in all school-sponsored publications, in all school buildings, on district grounds, including parking lots, and at all school-sponsored events. District acceptance of gifts or funds from the tobacco products and inhalant delivery system industries is similarly prohibited. The district will not contract with other public or private alternative schools that allow the use of tobacco products or inhalant delivery systems on campus.

Staff violations of this policy will lead to disciplinary action up to and including dismissal.

Violations by all others will result in appropriate sanctions as determined and imposed by the superintendent or the Board.

Information about community resources and/or cessation programs to help staff may be provided.

The superintendent shall consult with local officials to promote enforcement of law that prohibits the use or possession of tobacco products or inhalant delivery systems by persons under 21 years of age on or off district grounds or at district-sponsored activities.

This policy shall be enforced at all times. The superintendent will develop guidelines as necessary to implement this policy, including provisions for notification of the district's policy, through such means as staff handbooks, newsletters, inclusion on school event programs, signs at appropriate locations; disciplinary consequences; and procedures for filing and handling complaints about violations of the district's policy.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

[ORS 336.227](#)

[ORS 339.883](#)

[ORS 431A.175](#)

[ORS 433.835 to -433.990](#)

[OAR 581-021-0110](#)

[OAR 581-053-0015](#)

[OAR 581-053-0230\(9\)\(s\)](#)

[OAR 581-053-0330\(1\)\(m\)](#)

[OAR 581-053-0430\(12\)](#)

[OAR 581-053-0531\(11\)](#)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2012).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBL  
Adopted: 3/06/17  
Revised/Readopted: 3/14/22  
Orig. Code(s): GBL

## Personnel Records

An official personnel file will be established for each person employed by the district. Personnel files will be maintained in a central location.

All records containing employee medical condition information such as workers' compensation reports and release or /permission to return to work forms will be kept confidential, in a separate file from personnel records. Such records will be released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

The superintendent will be responsible for establishing procedures regarding the control, use, safety and maintenance of all personnel records. Employees will be given a copy of evaluations, complaints and written disciplinary actions to be placed in their personnel file and shall not be removed for any reason. Employees may submit a written response to any materials placed in their personnel file.

Except as provided below, or required by law, district employees'<sup>1</sup> personnel records will be available for use and inspection only by the following:

1. The individual employee. An employee may arrange with the personnel office to inspect the contents of their personnel file on any day the personnel office is open for business;
2. Others designated by the employee in writing, may arrange to inspect the contents of the employee's personnel file in the same manner described above;
3. The comptroller or auditor, when such inspection is pertinent to carrying out their respective duties, or as otherwise specifically authorized by the Board. Information so obtained will be kept confidential. No files will be removed from their central location for personal inspection;
4. A Board member when specifically authorized by the Board. Information will be kept confidential. No files will be removed from their central location for personal inspection;
5. The superintendent and members of the central administrative staff designated by the superintendent;
6. District administrators and supervisors who currently or prospectively supervise the employee;
7. Employees of the personnel office;
8. Attorneys for the district or the district's designated representative on matters of district business;

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<sup>1</sup> Includes former employees.

9. Upon receiving a request from a prospective employer issued under Oregon Revised Statute (ORS) 339.374(1)(b), the district, pursuant to ORS 339.378(1), shall disclose the requested information if it has or has had an employment relationship with a person who is the subject of the request, no later than 20 days after receiving such request. The records created by the district pursuant to (ORS) 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);
10. Upon request from a law enforcement agency, the Oregon Department of Human Services, the Teacher Standards and Practices Commission, or the Oregon Department of Education, in conducting an investigation related to suspected abuse or suspected sexual conduct, to the extent allowable by state and federal law, including laws protecting a person from self-incrimination;
11. Upon request from a prospective employer or a former employee, authorized district officials may disclose information about a former employee’s job performance to a prospective employer and such disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was knowingly false or deliberately misleading, was rendered with malicious purpose or violated any civil right of the former employee protected under ORS 659 or ORS 659A.

The superintendent may permit persons other than those specified above to use and to inspect employee personnel records when, in their opinion, the person requesting access has a legitimate official purpose. The superintendent will determine in each case, the appropriateness and extent of such access.

Release of personnel records to parties other than those listed above, will be in line with the district’s public records procedures, Board policy KBA - Public Records and accompanying administrative regulation, KBA-AR. The district will attempt to notify the employee of the request and that the district believes it is legally required to disclose certain records.

END OF POLICY

**Legal Reference(s):**

[ORS 30.178](#)  
[ORS 339.370 – 339.374](#)  
[ORS 339.378](#)  
[ORS 339.388](#)

[ORS 342.143](#)  
[ORS 342.850](#)  
[ORS 652.750](#)  
[ORS Chapter 659](#)

[ORS Chapter 659A](#)  
[OAR 581-022-2405](#)

OSEA v. Lake County Sch. District, 93 Or. App. 481 (1988).  
 Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).  
 Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 2000ff-1 (2018).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBM  
Adopted: 5/11/15  
Readopted: 3/06/17  
Orig. Code(s): GBM

## Staff Complaints

The superintendent or designee will develop a complaint procedure which will be available for all employees who believe there is evidence of, and wishes to report a violation, misinterpretation or inappropriate application of district personnel policies and/or administrative regulations; a mismanagement, gross waste of funds or abuse of authority; or believe there is evidence that the district created a substantial and specific danger to public health and safety by its actions. The complaint procedure will provide an orderly process for the consideration and resolution of problems in the application or interpretation of district personnel policies.

The complaint procedure will not be used to resolve disputes and disagreements related to the provisions of any collective bargaining agreement, nor will it be used in any instance where a collective bargaining agreement provides a dispute resolution procedure. Disputes concerning an employee's dismissal, contract nonrenewal or contract non-extension will not be processed under this procedure.

Reasonable efforts will be made to resolve complaints informally.

Administrative regulations will be developed to outline procedural timelines and steps under this policy, as necessary. The district will use the complaint process in administrative regulation KL-AR - Public Complaints Procedure to address any alleged violations of this policy.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

[ORS 659A.199 to -659A.224](#)

[OAR 581-022-2405](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).

Connick v. Myers, 461 U.S. 138 (1983).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBMA  
Adopted: 3/06/17  
Orig. Code(s): GBMA

## Whistleblower

When an employee has good faith and reasonable belief the employer has violated any federal, state or local, law, rule or regulation; has engaged in mismanagement, gross waste of funds or abuse of authority; or created a substantial and specific danger to public health and safety by its actions, and an employee then discloses or plans to disclose such information, it is an unlawful employment practice for an employer to:

1. Discharge, demote, transfer, reassign or take disciplinary action against an employee or threaten any of the previous actions.
2. Withhold work or suspend an employee.
3. Discriminate or retaliate against an employee with regard to promotion, compensation or other terms, conditions or privileges of employment.
4. Direct an employee or to discourage an employee to not disclose or to give notice to the employer prior to making any disclosure.
5. Prohibit an employee from discussing, either specifically or generally, the activities of the state or any agency of or political subdivision in the state, or any person authorized to act on behalf of the state or any agency of or political subdivision in the state, with:
  - a. Any member of the Legislative assembly;
  - b. Any Legislative committee staff acting under the direction of any member of the Legislative assembly; or
  - c. Any member of the elected governing body of a political subdivision in the state or any elected auditor of a city, county or metropolitan service district.

An employee's good faith and reasonable belief shall serve as an affirmative defense to civil or criminal charges related to the employee's disclosure of lawfully accessed information related to the violation, including information that is exempt from disclosure by public records law.

The district will use the complaint process in <sup>1</sup>administrative regulation KL-AR - Public Complaints Procedure to address any alleged violations of this policy.

The district shall deliver a written or electronic copy of this policy to each staff member.

END OF POLICY

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### Legal Reference(s):

<sup>1</sup>If the district created and has a GBM AR - Staff Complaints, it may want to consider inserting that language here.

[ORS 192.338](#)  
[ORS 192.345 - 192.355](#)

[ORS 192.377](#)  
[ORS 659A.199 - 659A.224](#)

[OAR 581-022-2405](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).  
Connick v. Myers, 461 U.S. 138 (1983).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBN/JBA  
Adopted: 6/29/20  
Revised/Readopted: 9/14/20  
Orig. Code(s): GBN/JBA

## Sexual Harassment

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

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

### General Procedures

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

### OREGON DEFINITION AND PROCEDURES

#### Oregon Definition

Sexual harassment of students, staff members or third parties<sup>2</sup> shall include:

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

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<sup>1</sup> Common complaint procedures that may also be involved include: Nondiscrimination and Civil Rights (Board policy AC), Workplace Harassment (Board policy GBEA), Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence and Domestic Violence – Student (Board policy JFCF), and Reporting Requirements for Suspected Sexual Conduct with Students (Board policy GBNA/JHFF)

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

c. Creates an intimidating, offensive, or hostile environment.

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

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

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

### Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Position \_\_\_\_\_ Phone \_\_\_\_\_

Renee Clark, Human Resources Director and Title IX Coordinator at 541-883-4700 or hr@kfalls.k12.or.us

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

### Response

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

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

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the

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<sup>3</sup> "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

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

## **Investigation**

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

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

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

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

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

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

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;

3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

### **No Retaliation**

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

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

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

### **Notice**

When a person<sup>4</sup> who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

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

The written notification must include<sup>5</sup>:

1. Name and contact information for all person designated by the district to receive complaints;

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<sup>4</sup> Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

<sup>5</sup> Remember confidentiality laws when providing any information.

2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the ~~student, student's parents, staff member, person or person's parent,~~ person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;-
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
  - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
  - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

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

The notice must:

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

### **Oregon Department of Education (ODE) Support**

The ODE will provide technical assistance and training upon request.

## FEDERAL DEFINITION AND PROCEDURES

### Federal Definition

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

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity<sup>6</sup>;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic Violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

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

### Federal Procedures

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

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<sup>6</sup> "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

## Reporting

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

The Human Resources Director is designated as the Title IX Coordinator and can be contacted at 541-883-4700. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR policy. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

## Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.<sup>7</sup> The district shall treat complainants and respondents equitably by providing supportive measures<sup>8</sup> to the complainant and by following a grievance procedure<sup>9</sup> prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.<sup>10</sup>

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.<sup>11</sup> The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

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<sup>7</sup> (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

<sup>8</sup> (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

<sup>9</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>10</sup> The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

<sup>11</sup> The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

## Notice

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

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

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator or the Assistant Secretary<sup>12</sup>, or both.

## No Retaliation

Neither the district or any person may retaliate<sup>13</sup> against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

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

## Publication

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

END OF POLICY

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### Legal Reference(s):

[ORS 243.706](#)  
[ORS 332.107](#)

[ORS 342.700](#)  
[ORS 342.704](#)

[ORS 342.708](#)  
[ORS 342.850](#)

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<sup>12</sup> Of the United States Department of Education.

<sup>13</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

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

[ORS 659A.029](#)  
[ORS 659A.030](#)  
[OAR 581-021-0038](#)

[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).  
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).  
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).  
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBN/JBA-AR(1)  
Adopted: 6/29/20  
Revised/Readopted: 9/14/20  
Orig. Code(s): GBN/JBA-AR(1)

## Sexual Harassment Complaint Procedure

Reports and complaints of sexual harassment should be made to the following individual(s):

Position \_\_\_\_\_ Phone \_\_\_\_\_

Renee Clark, Human Resources Director and Title IX Coordinator at 541-883-4700 or [hr@kfalls.k12.or.us](mailto:hr@kfalls.k12.or.us).

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy GBN/JBA - Sexual Harassment.

Step 1 The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy GBN/JBA - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within 30 days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 2 If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within 5 working days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not

limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within 30 ~~working~~ days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final<sup>1</sup>.

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

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<sup>1</sup> If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint or report may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints or reports and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Description of misconduct: \_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

Any other information: \_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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

**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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

Corrected 12/08/25

# Klamath Falls City Schools

Code: GBN/JBA-AR(2)  
Adopted: 9/14/20  
Orig. Code(s): GBN/JBA-AR(2)

## Federal Law (Title IX) Sexual Harassment Complaint Procedure

### Additional Definitions

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the district’s Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary or secondary school.<sup>1</sup>

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent<sup>2</sup> and requesting that the district investigate the allegation of sexual harassment.<sup>3</sup>

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.<sup>4</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures.

### Formal Complaint Procedures

Upon receipt of a formal complaint, the district will provide the parties<sup>5</sup> written notice of the following:

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<sup>1</sup> This standard is not met when the only official with knowledge is the respondent.

<sup>2</sup> “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

<sup>3</sup> A complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

<sup>4</sup> Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

<sup>5</sup> Parties include the complainant and the respondent, if known.

1. Notice of the district’s grievance process, including any informal resolution process.
2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details<sup>6</sup> known at the time and with sufficient time to prepare a response before any initial interview.
3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.
4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
5. The parties may inspect and review evidence.
6. A reference to any provision in the district’s code of conduct<sup>7</sup> that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Title IX Coordinator will contact the complainant and the respondent to discuss supportive measures. If necessary, the Title IX Coordinator will arrange for an individualized safety and risk analysis. If necessary, a student or non-student employee may be removed or placed on leave.

### **Investigation**

The Title IX Coordinator will coordinate the district’s investigation. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.<sup>8</sup>
3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by

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<sup>6</sup> Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

<sup>7</sup> ~~The district is encouraged to review Board policy JFC and codes of conduct found in handbooks for applicable language.~~

<sup>8</sup> The district cannot access, consider, disclose, or otherwise use a party’s records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party’s (or eligible student’s parent’s) voluntary, written consent to do so.

the advisor of their choice.<sup>9</sup> The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.<sup>10</sup> Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions<sup>11</sup> that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Credibility determinations are not based on the person's status as a complainant, respondent or witness.

No person designated as a Title IX Coordinator, investigator, decision-maker, or any person designated by the district to facilitate an informal resolution process may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, the district must provide notice of the additional allegations to the parties whose identities are known.

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<sup>9</sup> In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.

<sup>10</sup> This includes the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

<sup>11</sup> Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

At no point in the process will the district, or anyone participating on behalf of the district, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

### **Determination of Responsibility**

The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

The standard to be used for formal complaints in determining whether a violation has occurred is the ~~preponderance of the evidence~~<sup>12</sup>-clear and convincing evidence<sup>13</sup> standard.

The person deciding the question of responsibility (the “decision-maker”) must be someone other than the Title IX Coordinator or the investigator(s). The decision-maker must issue a written determination which must include:

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the district’s code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions the district imposes on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the district’s education program or activity will be provided by the district to the complainant; and
6. The district’s procedures and permissible bases for the complainant and respondent to appeal.

The district must provide the written determination to the parties simultaneously.

The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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<sup>12</sup> ~~A preponderance of the evidence standard is understood to mean concluding that a fact is more likely than not to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.~~

<sup>13</sup> A clear and convincing evidence standard of evidence is understood to mean concluding that a fact is highly probable to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

## Remedies

The Title IX Coordinator is responsible for effective implementation of any remedies.

The disciplinary sanctions<sup>14</sup> may include:

1. Discipline up to and including suspension and expulsion;
2. Removal from various activities, committees, extra-curricular, positions, etc.
3. Disqualification for awards and honors;
4. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.<sup>15</sup>

Other remedies may include:

1. Educational programming.

## Dismissal of a Formal Complaint

The district must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

1. Would not constitute sexual harassment, even if proved;
2. Did not occur in the district's education program or activity<sup>16</sup>; or
3. Did not occur against a person in the United States.

The district may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or hearing, if provided:

1. A complainant notifies the Title IX Coordinator in writing that the complaint would like to withdraw the formal complaint or any allegations therein;
2. The respondent is no longer enrolled or employed by the district; or
3. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

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<sup>14</sup> Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

<sup>15</sup> It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be “non-disciplinary” and “non-punitive.”

<sup>16</sup> Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent ~~the respondent~~ and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution. (Title 34 C.F.R. §106.44(a))

Upon dismissal of a formal complaint, the district must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

**The dismissal of a formal complaint under Title IX does not preclude the district from continuing any investigation and taking action under a different process. The district may have an obligation to continue an investigation and process under a different process.**

### **Consolidation of Complaints**

The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by one or more complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **Informal Resolution**

If the district receives a formal complaint, at any time prior to reaching a determination regarding responsibility, the district may offer an optional informal resolution process, provided that the district:

1. Provides written notice to the parties disclosing:
  - a. The allegations;
  - b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
  - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary written consent to the informal resolution process; and
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

### **Appeals**

Either party may file an appeal from a determination regarding responsibility or from a dismissal of a formal complaint, within 15 days of the decision, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
4. Additional bases may be allowed, if made available equally to both parties.

When an appeal is filed, the district must:

1. Notify the other party in writing;
2. Implement appeal procedures equally for both parties;
3. Ensure the decision-makers(s) for the appeal is not the same person as the decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
4. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;
5. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

### **Timelines**

The district will complete the following portions of the grievance process within the specified timelines:

1. General grievance process (from receipt of formal complaint to determination of responsibility: 90 days;
2. Appeals (from receipt of appeal): 60 days;
3. Informal resolution process: 60 days.

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause<sup>17</sup> with written notice to the parties.

### **Records**

Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).<sup>18</sup>

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<sup>17</sup> Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

<sup>18</sup> This includes creating a record for each investigation. This record must include:

- Supportive measures, or reasons why the response ~~what was~~ not clearly unreasonable under the circumstances;
- Basis for the conclusion that the district's response was not deliberately indifferent; and
- What measures were taken to restore or preserve equal access to the district's educational program or activity. (Title 34 C.F.R. § 106.45(a)(10)(ii))

Most records (including training) must be retained for at least seven years.

## Training

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and information resolution processes. The training must also include avoiding prejudgment of the facts at issue, conflicts of interest and bias.

Decision-makers must receive training on any technology to be used at a live hearing and on issues of relevance of questions and evident, including when questions about evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment and must be made publicly available on the district's website.<sup>49</sup>

Corrected 12/08/25

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<sup>49</sup> ~~If a district does not have a website, the district must make these materials available upon request for inspection by members of the public.~~

# Klamath Falls City Schools

Code: GBNA  
Adopted: 3/06/17  
Revised/Readopted: 6/10/19  
Orig. Code(s): GBNA

## Hazing, Harassment, Intimidation, Menacing, Bullying or Cyberbullying – Staff

The Board is committed to providing a positive and productive learning and working environment.

Hazing, harassment, intimidation, bullying, menacing, and acts of cyberbullying of staff; or third parties by staff, students, staff or third parties is strictly prohibited and shall not be tolerated in the district.

Retaliation against the victim, any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry is strictly prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a report or complaint of complainant is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

Staff whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board. Students whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including expulsion.

Individuals may also be referred to law enforcement officials. Licensed staff may be reported to the Teacher Standards and Practices Commission, if required by Oregon Administrative Rule (OAR) 584-020-0041.

The superintendent is directed to develop administrative regulations to implement this policy. Regulations shall include descriptions of prohibited conduct, reporting and investigative procedures, and provisions to ensure annual notice of this policy is provided to students, staff, and third parties.

END OF POLICY

### Legal Reference(s):

[ORS 163.190](#)  
[ORS 163.197](#)  
[ORS 166.065](#)  
[ORS 166.155 - 166.165](#)  
[ORS 174.100](#)  
[ORS 332.072](#)

[ORS 332.107](#)  
[ORS 339.250](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)  
[ORS 659A.030](#)  
[ORS 659A.103 - 659A.143](#)

[ORS 659A.199 - 659A.224](#)  
[OAR 839-003-0000](#)  
[OAR 839-005-0021](#)  
[OAR 839-005-0030](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. Seq. (2012).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2012); 29 C.F.R. Part 1626 (2018)

HR2/28/19 | PH

Hazing, Harassment, Intimidation, Menacing, Bullying or  
Cyberbullying – Staff – GBNA

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2018); 28 C.F.R. Part 35 (2018).  
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2012).  
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).  
OREGON BUREAU OF LABOR AND INDUSTRIES, *Workplace Bullying* (visited Feb. 26, 2019),  
<<https://www.oregon.gov/boli/docs/WorkplaceBullyingPoster-2018.pdf>>.

Corrected 1/12/26

# Klamath Falls City Schools

Code: GBNA-AR  
Revised/Reviewed: 6/10/19; 3/14/22  
Orig. Code(s): GBNA-AR

## Hazing, Harassment, Intimidation, Bullying, Menacing or Cyberbullying Reporting Procedures – Staff

The following definitions and procedures shall be used for reporting, investigating, and resolving reports of hazing, harassment, intimidation, bullying, menacing, and cyberbullying of staff or third parties.

### Definitions

1. “Third parties” include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events.
2. “District” includes district facilities, district premises, and nondistrict property if the employee is at any district-sponsored, district-approved, or district-related activity or function, such as field trips, athletic events or where the employee is engaged in district business.
3. “Hazing” includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a staff member for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored work activity, workgroup or work assignment, or other such activities intended to degrade or humiliate regardless of the person’s willingness to participate.
4. “Harassment” is unwelcome conduct that is based on race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful when 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
5. “Intimidation” includes, but is not limited to, any threat or act intended to tamper, substantially damage or interfere with another’s property, cause substantial inconvenience, subject another to offensive physical contact or inflict serious physical injury on the perception basis of the other’s race, color, religion, national origin, disability, sexual orientation or gender identity.
6. “Bullying” is a pattern of repeated mistreatment that harms, intimidates, undermines, offends, degrades, or humiliates an employee.
7. “Cyberbullying” means the use of any electronic device to convey a message in any form (e.g., text, image, audio, or video) that intimidates, harasses, or otherwise harms, insults, or humiliates another in a deliberate, repeated or hostile and unwanted manner under a person’s true or false identity. In addition, any communication of this form which substantially disrupts or prevents a safe and positive work environment may also be considered cyberbullying (harass, intimidate, or bully). Staff will

refrain from using personal electronic devices or district equipment to harass or stalk another person or people.

8. "Menacing" includes, but is not limited to, any act intended to place a district employee, student, or third party in fear of imminent serious physical injury.

## Reporting Procedures

The principals and the superintendent or designee have responsibility for investigations concerning reports of hazing, harassment, intimidation, bullying, menacing, or cyberbullying of staff or third parties. The investigator(s) shall be a neutral party having had no involvement in the report presented.

Any employee or third party who has knowledge of conduct in violation of Board policy JFCF - Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence or Domestic Violence - Student shall immediately report concerns to the designated district official.

Any employee or third party who has knowledge of conduct in violation of Board policy GBNA - Hazing, Harassment, Intimidation, Intimidate/Bullying, Menacing, or Cyberbullying - Staff and this administrative regulation or feels they have been hazed, harassed, intimidated, bullied, cyberbullied, or menaced in violation of Board policy or this administrative regulation, shall immediately report concerns to the designated district official.

All reports and information will be promptly investigated in accordance with the following procedures:

- Step 1 Any reports or information on acts of hazing, harassment, intimidation, bullying, menacing, or cyberbullying (e.g., complaints, rumors) shall be presented to the principal or superintendent or designee. Reports against the principal shall be filed with the superintendent or designee. Information may be presented anonymously. Reports against the superintendent shall be filed with the Board chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.
- Step 2 The district official receiving the report shall promptly investigate. Parents will be notified of the nature of any report involving their student. The district official will arrange such meetings as may be necessary with all concerned parties within five working days after receipt of the information or report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the report will be reduced to writing. The district official(s) conducting the investigation shall notify the person making the report within 10 working days of receipt of the information or report and parents as appropriate, in writing, when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.
- Step 3 If the complainant is not satisfied with the decision at Step 2, he/she/they may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant's appeal within 10 working days.

A copy of the notification letter or the date and details of notification to the person making the report, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent, if applicable.

Step 4 If the person making the report is not satisfied with the decision at Step 3, a written appeal may be filed with the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board shall, ~~within 20 working days,~~ conduct a hearing at which time the person making the report shall be given an opportunity to present the information or report.

The Board shall provide a written decision to the person making the report within ~~10-30 working days following completion of the hearing~~ of receipt of the appeal.

Reports against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Reports against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Reports against the Board chair may be made ~~directly~~ to the Board vice chair on behalf of the Board. The Board vice chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Timelines may be extended upon written agreement between both parties. This also applies to reports filed against the superintendent or any Board member.

Direct complaints of discriminatory harassment related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.

Documentation related to the incident may be maintained as a part of the employee's personnel file.

Corrected 1/12/26

# Klamath Falls City Schools

Code: GBNAA/JHFF  
Adopted: 1/13/20  
Revised/Readopted: 3/14/22  
Orig. Code(s): GBNAA/JHFF

## Suspected Sexual Conduct with Students and Reporting Requirements

Sexual conduct by district employees, contractors<sup>1</sup>, agents<sup>2</sup>, and volunteers<sup>3</sup> is prohibited and will not be tolerated. All district employees, contractors, agents, ~~and~~ volunteers, and students<sup>4</sup> are subject to this policy. ~~Students are also subject to this policy if they are acting as an employee, contractor, agent, or volunteer.~~

<sup>5</sup>“Sexual conduct,” means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student’s educational performance, or of creating an intimidating- or hostile educational environment. “Sexual conduct” does not include touching or other physical contact that is necessitated by the nature of the school employee’s job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the Board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.

“Student” means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within ~~one calendar year~~ 90 days prior to the sexual conduct.

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<sup>1</sup> “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

<sup>2</sup> “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>3</sup> “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>4</sup> Student conduct may only be sexual conduct if the student is also an employee, contractor, agent, or volunteer.

<sup>5</sup> This definition of “sexual conduct” affects all conduct that occurs before, on or after June 23, 2021, for purposes of reports that are made, investigations that are initiated, or a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any similar contract or agreement entered into, on or after June 23, 2021.

The district will post in each school building the names and contact information of the employees designated for the respective school buildings to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

Any district employee, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the ~~designated licensed administrator~~ principal<sup>6</sup> or the ~~alternate designated licensed administrator~~ superintendent or designee, in the event the designated administrator is the suspected perpetrator, for their school building. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with Board policy GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator the report shall be submitted to the director of human resources<sup>7</sup> who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When a designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district’s administrative regulation ~~JHFF/GBNAA/JHFF-AR~~ - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) in accordance with such administrative regulation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student’s safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student’s safety.

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

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<sup>6</sup> ~~ORS 339.372 requires the district to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual conduct for a school building in the respective school building. A “licensed administrator” is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.~~

<sup>7</sup> ~~A “licensed administrator” is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.~~

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

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

1. A description of conduct that may constitute sexual conduct;
2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

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

The superintendent or designee shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

[ORS 339.370 - 339.400](#)

[ORS 419B.005 - 419B.045](#)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).  
House Bill 4160 (2024).

Corrected 1/12/26

# Klamath Falls City Schools

Code: GBNAA/JHFF-AR  
Revised/Reviewed: 1/13/20; 3/14/22  
Orig. Code(s): GBNAA/JHFF-AR

## Suspected Sexual Conduct Report Procedures and Forms

The district posts in each school building the names and contact information of the district employees<sup>1</sup> designated for the respective school building to receive reports of suspected sexual conduct and the procedures the designee(s) will follow upon receipt of the report.

When ~~the~~ designated licensed administrator<sup>2</sup> receives a report of suspected sexual conduct that may have been committed by a commission licensee<sup>3</sup>, the designee shall notify Teacher Standards and Practices Commission (TSPC). ~~The designee shall notify the Oregon Department of Education (ODE) if the administrator receives a report of suspected sexual conduct that may have been committed by a school employee, contractor, agent, or volunteer that is not a commission licensee.~~

If the superintendent is the alleged perpetrator the report shall be submitted to the director of human resources<sup>4</sup> who shall refer the report to the Board chair.

The district will investigate all reports of suspected sexual conduct, unless otherwise requested by TSPC or ODE as appropriate.

When the designee receives a report of suspected sexual conduct by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave<sup>5</sup> and take necessary actions to ensure the student's safety. The employee shall

<sup>1</sup> ~~ORS 339.372 requires the district to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual conduct for a school building, in the respective school building. A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.~~

<sup>2</sup> A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

<sup>3</sup> "Commission licensee," as is defined in ORS 342.120 ~~(as amended by HB 2136 (2021))~~, means a person whom the TSPC has authority to investigate or discipline because the person is enrolled in an approved educator preparation program, is an applicant for a TSPC license or registration, holds a license or registration issued by TSPC, or has held a license or registration issued by the TSPC at any time during the previous five years.

<sup>4</sup> ~~"Commission licensee," as is defined in ORS 342.120 (as amended by HB 2136 (2021)), means a person whom the TSPC has authority to investigate or discipline because the person is enrolled in an approved educator preparation program, is an applicant for a TSPC license or registration, holds a license or registration issued by TSPC, or has held a license or registration issued by the TSPC at any time during the previous five years~~

<sup>5</sup> The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

remain on leave until TSPC<sup>6</sup> or ODE<sup>7</sup> determines that the report is substantiated and the district takes appropriate employment action against the employee, or cannot be substantiated or is not a report of sexual conduct and the district determines either: 1) an employment policy was violated and the district will take appropriate employment action against the employee; or 2) an employment policy has not been violated and an employment action against the employee is not required.

When the designee receives a report of suspected sexual conduct by a contractor<sup>8</sup>, an agent or a volunteer, the district ~~may~~ shall prohibit the contractor, agent or volunteer from providing services to the district. ~~If the district determines there is reasonable cause to support a report of suspected sexual conduct, the district shall prohibit the contractor, agent or volunteer from providing services.~~ The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected sexual conduct has been investigated and a determination has been made by TSPC or ODE, **as appropriate**, that the report is unsubstantiated.

Upon request from ODE or TSPC the district will provide requested documents or materials to the extent allowed by state and federal law.

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

An “investigation” means a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the person who initiated the report, the person who may have been subjected to sexual conduct, witnesses and the person who is the subject of the report, and results in a finding that the report is a substantiated report, cannot be substantiated, or is not a report of sexual conduct. If the subject of the report is a district employee represented by a contract or a collective bargaining agreement, the investigation must meet any negotiated standards of such employment contract or agreement.

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

A “substantiated report” means a report of sexual conduct that TSPC or ODE determines is founded.

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

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, the district shall create a record of the

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<sup>6</sup> TSPC investigates reports on commission licensees.

<sup>7</sup> ODE investigates reports on persons who are not commission licensees.

<sup>8</sup> ~~The district is encouraged to duplicate this language in the contract. If the contract is with a company and the person assigned to do the work is the alleged perpetrator, the district shall notify the company and request another company employee be assigned to complete the work.~~

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

## **Training**

The district shall provide information and training each school year to district employees on the following:

1. Prevention and identification of sexual conduct;
2. Obligations of district employees under ORS 339.388 and 419B.005 - 419B.050 and under adopted board policies to report suspected sexual conduct; and
3. Appropriate electronic communications with students.

The district shall make available each school year the training described above to contractors, agents, volunteers and to parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees.

The district shall provide to contractors, agents and volunteers each school year information on the following:

1. Prevention and identification of sexual conduct;
2. Obligations of district employees under adopted board policies to report suspected sexual conduct; and
3. Appropriate electronic communications with students.

The district shall make available each school year training that is designed to prevent sexual conduct to students attending district-operated schools.

**Klamath Falls City Schools**

**Suspected Sexual Conduct Report Form**

Name of person making report: \_\_\_\_\_

Position of person making report: \_\_\_\_\_

Name of person suspected of sexual conduct: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of suspected sexual conduct: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

Evidence of suspected sexual conduct, e.g., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

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

**Klamath Falls City Schools**

**Witness Disclosure Form**

Name of witness: \_\_\_\_\_

Position of witness: \_\_\_\_\_

Date of testimony/interview: \_\_\_\_\_

Description of instance witnessed: \_\_\_\_\_

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Any other information: \_\_\_\_\_

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\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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

Corrected 1/12/26

# Klamath Falls City Schools

Code: GBNAB/JHFE  
Adopted: 3/14/22  
Revised/Readopted: 7/08/24  
Orig. Code(s): GBNAB/JHFE

## Suspected Abuse of a Child Reporting Requirements\*\*

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse<sup>1</sup> shall immediately make a report to the Oregon Department of Human Services (DHS) through the centralized child abuse reporting system<sup>2</sup> or to a law enforcement agency within the county where the person making the report is located at the time of the contact. Any district employee who has reasonable cause to believe that **any person**<sup>3</sup> with whom the employee is in contact has abused a child shall immediately report in the same manner described above.

The report must contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors<sup>4</sup>, agents<sup>5</sup>, volunteers<sup>6</sup>, or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulations.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to DHS through its centralized child abuse reporting system or to a law enforcement agency, and to a designated licensed administrator.

The district ~~will designate a licensed administrator, the principal and an alternate licensed administrator, the superintendent or designee,~~ in the event that the ~~designated licensed administrator, principal~~ is the suspected

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

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

<sup>3</sup> "Person" could include adult, student or other child.

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

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

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

abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the director of human resources who shall also report to the Board chair.

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF POLICY

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**Legal Reference(s):**

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

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

[OAR 581-022-2205](#)

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

Corrected 1/12/26

# Klamath Falls City Schools

Code: GBNAB/JHFE-AR(1)  
Adopted: 3/14/22  
Revised/Readopted: 7/08/24  
Orig. Code(s): GBNAB/JHFE-AR(1)

## Reporting of Suspected Abuse of a Child

### Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse<sup>1</sup> shall make a report immediately to the Oregon Department of Human Services (DHS) through the centralized child abuse reporting system<sup>2</sup> or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**<sup>3</sup> with whom the employee is in contact has abused a child shall immediately report in the same manner.

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

The report must contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the director of human resources who shall refer the report to the Board chair.

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

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

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

<sup>3</sup> "Person" could include adult, student or other child.

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

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave<sup>4</sup> and take necessary actions to ensure the student’s safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not been violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor, agent or volunteer, the district ~~may shall~~ prohibit the contractor, agent or volunteer from providing services to the district. ~~If the district determines there is reasonable cause to support the report of suspected abuse, the district shall prohibit the contractor agent or volunteer from providing services.~~ The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated<sup>5</sup> and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

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

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

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

## Definitions

1. Oregon law defines “abuse” in ORS 419B.005(1).
2. “Child” means an unmarried person who is under 18 years of age or is a child in care, as defined in ORS 418.257.

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

<sup>5</sup> The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or law enforcement pursuant to law.

3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

### **Confidentiality of Records**

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

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

### **Failure to Comply**

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

### **Cooperation with Investigator**

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

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

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

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;
3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;

4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

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

Corrected 1/12/26

# Klamath Falls City Schools

Code: GBNAB/JHFE-AR(2)  
Revised/Reviewed: 3/14/22; 7/08/24  
Orig. Code(s): GBNAB/JHFE-AR(2)

## Abuse of a Child Investigations Conducted on District Premises

The Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child's relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator's discretion, be present to facilitate the investigation.

School staff may only notify DHS, the law enforcement agency or school employees that are necessary to enable the investigation. School staff may not notify any other persons, including the child's parent(s) or guardian(s).

\_\_\_\_\_  
Investigator Name (Printed)

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Name of Worker's/Investigator's Supervisor

\_\_\_\_\_  
Supervisor Contact Information

\_\_\_\_\_  
Investigator Position and Badge or ID Number

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

\_\_\_\_\_  
School

\_\_\_\_\_  
Investigator Signature

\_\_\_\_\_  
Date

Investigator refused to sign. District staff should not deny entry based on refusal to sign.

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### FOR COMPLETION BY DISTRICT STAFF

- Student not available for interview
- Student refused to be interviewed
- Administrator participated in interview

\_\_\_\_\_  
Name of Administrator Notified

\_\_\_\_\_  
Name of Office Staff Involved

\_\_\_\_\_  
Name of Participating Administrator

This form should be placed in a separate secure file and not in the student's file.

# Klamath Falls City Schools

Code: GBNAB/JHFE-AR(3)  
Adopted: 3/20/25  
Orig. Code(s): GBNAB/JHFE-AR(3)

## Suspected Child Abuse Reporting Form

(This is a confidential form)

In accordance with ORS 419B.010 all school employees must report or cause a report to be made when there is reasonable cause to believe that a child has been abused.

Student's Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Grade: \_\_\_\_\_ School: \_\_\_\_\_

Parent/Guardian Name (\*or individual with whom child resides): \_\_\_\_\_

Parent/Guardian\* Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Evidence, Nature and Expect of Abuse (what you have seen or heard): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What do you believe caused this abuse: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Who have you notified: \_\_\_\_\_

How did you notify (phone, email or in-person, other): \_\_\_\_\_

When did you notify (time/date): \_\_\_\_\_

What was the response: \_\_\_\_\_

\_\_\_\_\_

DHS Case number: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Copies should be made by reporting individual for principal and may be sent to reporting agency.**

# Klamath Falls City Schools

Code: GCA  
Adopted: 1/13/20  
Orig. Code(s): GCA

## License Requirements

The Board, in adhering to Oregon Revised Statutes (ORS), shall require all applicants selected for employment for positions that require licensing, to hold a valid Oregon license issued by the Teacher Standards and Practices Commission (TSPC) as a condition of employment. The district must be able to verify the current license of applicants offered employment before the Board will consider approving their employment.

If an applicant's teaching license application with the TSPC is pending, the applicant may teach with Board approval for 90 calendar days after the date of submission of the application, if the applicant has:

1. Submitted an application in the manner and form required by the TSPC, including payment of all required fees;
2. Completed a background clearance conducted by the TSPC that includes having:
  - a. Furnished fingerprints, if required;
  - b. Provided satisfactory responses to character questions in the form and manner required by the TSPC; and
  - c. Completed a criminal records check pursuant to state law and a background check through the interstate clearinghouse for revoked or suspended licenses, and is eligible for a teaching license.
3. Not been employed by the district under this 90 calendar day provision during the previous 12 months with a pending application for the same license.

The district will complete a review of the applicant's employment history and verify through TSPC if there is an ongoing investigation or a substantiated report that may constitute sexual conduct as required by law prior to beginning employment.

The district will verify through TSPC the employee is properly licensed on the 91st calendar day after the application was submitted to the TSPC, if the employee's license application is pending and the employee is teaching in the district.

~~This 90 calendar day teaching option will only be applied to those positions of high need, specialty areas or emergency assignments as determined by the district.~~

The verification of licensure includes all license endorsements. It shall be each licensed staff member's responsibility to keep all endorsements current and to submit them to the Human Resources office.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.505](#)  
[ORS 339.374](#)

[ORS 342.120 - 342.203](#)  
[OAR 584-050-0035](#)

[OAR 584-200-0020](#)

Corrected 1/12/26

# Klamath Falls City Schools

Code: GCAA  
Adopted: 8/14/23  
Orig. Code(s): GCAA

## Standards for Competent and Ethical Performance of Oregon Educators

### Application of Rules

1. Oregon Administrative Rules were adopted by the Teacher Standards and Practices Commission (TSPC) in accordance with Oregon Revised Statutes (ORS).
2. Oregon Administrative Rules (OAR) may be used as criteria by the TSPC in matters pertaining to the revocation or suspension of licenses issued by TSPC under Oregon law or the discipline of any license holder or any person who has held a license at any time within five years prior to issuance of the notice of charges under ORS.
3. The TSPC determines whether an educator’s performance is ethical or competent in light of all the facts and circumstances surrounding the educator’s performance as a whole.
4. The TSPC will promptly investigate complaints:
  - a. The TSPC may at its discretion defer action to charge an educator against whom a complaint has been filed under law when the investigation report indicates that disciplinary action against the educator is pending at the local district level or when criminal charges are pending or are likely to be filed against the educator. In considering whether to defer action to charge an educator, the TSPC shall consider all relevant circumstances including the nature and seriousness of the allegations and whether the educator is currently employed as a teacher or school administrator;
  - b. The executive secretary shall regularly inform the TSPC of the status of any complaints on which the TSPC has deferred action.

### Definitions

The following definitions apply to Oregon Administrative Rules unless otherwise indicated by context:

1. “Administrator”: any educator who holds a valid Oregon administrative license or registration and who works in a position requiring an administrative license;
2. “Competent”: discharging required duties as set forth in these rules;
3. “Educator”: any licensed or registered or certified person who is authorized to be engaged in the instructional program including teaching, counseling, school psychology, administering and supervising;
4. “Ethical”: conforming to the professional standards of conduct set forth in these rules;

5. “Sexual conduct”: means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student that are:
- a. Sexual advances or requests for sexual favors directed toward the student; or
  - b. Of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with the student’s educational performance, or of creating an intimidating or hostile educational environment.

“Sexual conduct” does not include:

- a. Touching or other physical contact:
  - (1) That is necessitated by the nature of the district employee’s job duties or by the services required to be provided by the contractor, agent, or volunteer; and
  - (2) For which there is no sexual intent.
- b. Verbal, written or electronic communications that are provided as ~~part~~party of an education program that meets the state educational standards or a policy approved by the Board
- c. Conduct or communications described in above if the district employee, contractor, agent or volunteer is also a student and the conduct or communications:
  - (1) Arise out of a consensual relationship between students;
  - (2) Do not create an intimidating or hostile educational environment; and
  - (3) Are not prohibited by law, any policies of the district or any applicable employment agreements.

6. “Sexual harassment”: any unwelcome ~~conduct with an individual which includes but is not limited to~~ sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct unreasonably interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.

7. “Teacher”: any person who holds a teacher’s license as provided in ORS 342.125.

8. “Student”: means any person who is:

- a. In any grade from kindergarten through grade 12; or
- b. Twenty-one years of age or younger and receiving educational or related services from an education provider that is not a post-secondary institution of education; or
- c. Who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within ~~one calendar year~~90 days prior to the sexual conduct.

## **The Competent Educator**

The teacher or administrator demonstrates a commitment to:

1. Recognize the worth and dignity of all persons and respect for each individual;
2. Encourage scholarship;
3. Promote democratic and inclusive citizenship;
4. Raise educational standards;
5. Use professional judgment; and
6. Promote equitable learning opportunities.

## **Curriculum and Instruction**

The competent educator measures success by the progress of each student toward realization of personal potential as a worthy and effective citizen. The competent educator stimulates the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of goals as they are appropriate for each individual.

The competent teacher demonstrates:

1. Use of state- and district-adopted curriculum and goals;
2. Skill in setting instructional goals and objectives expressed as learning outcomes;
3. Use of current subject matter appropriate to the individual needs of students;
4. Use of students' growth and development patterns to adjust instruction to individual needs consistent with number of students and amount of time available; and
5. Skill in the selection and use of teaching techniques conducive to student learning.

The competent administrator demonstrates:

1. Skill in assisting individual staff members to become more competent educator by complying with federal, state and local law, rules and lawful and reasonable district policy and contracts;
2. Knowledge of curriculum and instruction appropriate to assignment;
3. Skill in implementing instructional programs through adequate communication with staff; and
4. Skill in identifying and initiating any needed change which helps each student toward realization of personal learning potential.

## **Supervision and Evaluation**

The competent educator is a student of human behavior and uses this knowledge to provide a climate that is conducive to learning and that respects the rights of all persons without discrimination. The competent educator assumes responsibility for the activities planned and conducted through the district's program and assists colleagues to do the same. The competent educator gathers relevant information and uses it in the planning and evaluation of instructional activities.

The competent teacher demonstrates:

1. Multiple ways to assess the academic progress of individual students;
2. Skill in the application of assessment data to assist individual student growth;
3. Procedures for evaluating curriculum and instructional goals and practices;
4. Skill in the supervision of students; and
5. Skill in differentiating instruction.

The competent administrator demonstrates:

1. Skill in the use of assessment data to provide effective instructional programs;
2. Skill in the implementation of the district's student evaluation program;
3. Skill in providing equal opportunity for all students and staff; and
4. Skill in the use of employee and leadership techniques appropriate to the assignment and according to well-established standards which ensure due process for the staff for which the administrator is responsible for evaluating.

## **Management Skills**

The competent educator is a person who understands students and is able to relate to them in constructive and culturally competent ways. The competent educator establishes and maintains good rapport. The competent educator maintains and uses records as required and as needed to assist the growth of students.

The competent teacher demonstrates skills in:

1. Establishing and maintaining classroom management that is conducive to learning;
2. Using and maintaining district property, equipment and materials appropriately;
3. Using and maintaining student records as required by federal and state law and district policies and procedures;
4. Using district and school business and financial procedures; and
5. Using district lawful and reasonable rules and regulations.

The competent administrator demonstrates:

1. Leadership skills in managing the school, its students, staff and programs as required by lawful and reasonable district policies, rules and regulations, state and federal laws and regulations and other programs as assigned and assures that staff is informed of these requirements; and
2. Skills in planning and staff assignment.

### **Human Relations and Communications**

The competent educator works effectively with others — students, staff, parents and patrons. The competent educator is aware of the ways the community identifies with the school, as well as community needs and ways the school program is designed to meet these needs. The competent educator can communicate with knowledge, clarity and judgment about educational matters, the school and the needs of students.

The competent teacher demonstrates:

1. Willingness to be flexible in cooperatively working with others; and
2. Skill in communicating with students, staff, parents and other patrons.

The competent administrator demonstrates:

1. Skill in helping students, staff, parents and other patrons to learn about the school, the district and its program;
2. Skill in communicating district and school goals to staff and the public;
3. Willingness to be flexible in cooperatively working with others; and
4. Skill in reconciling conflict.

### **The Ethical Educator**

The ethical educator is a person who accepts the requirements of membership in the teaching profession and acts at all times in ethical ways. In so doing the ethical educator considers the needs of the students, the district and the profession.

The ethical educator, in fulfilling obligations to the student, will:

1. Keep the confidence entrusted in the profession as it relates to confidential information concerning a student and the student's family;
2. Refrain from exploiting professional relationships with any student for personal gain or in support of persons or issues; and
3. Maintain an appropriate professional student-educator relationship by:
  - a. Not demonstrating or expressing professionally inappropriate interest in a student's personal life;

- b. Not accepting or giving or exchanging romantic or overly personal gifts or notes with a student;
- c. Reporting to the educator’s supervisor if the educator has reason to believe a student is or may be becoming romantically attached to the educator; and
- d. Honoring appropriate adult boundaries with students in conduct and conversations at all times.

The ethical educator, in fulfilling obligations to the district, will:

1. Apply for, accept, offer or assign a position of responsibility only on the basis of professional qualifications and will adhere to the conditions of a contract or the terms of the appointment;
2. Conduct professional business, including grievances, through established lawful and reasonable procedures;
3. Strive for continued improvement and professional growth;
4. Accept no gratuities or gifts of significance that could influence judgment in the exercise of professional duties; and
5. Not use the district’s or school’s name, property or resources for noneducational benefit without approval of the educator’s supervisor or the appointing authority.

The ethical educator, in fulfilling obligations to the profession, will:

1. Maintain the dignity of the profession by respecting and obeying the law, exemplifying personal integrity and honesty;
2. Extend equal treatment to all members of the profession in the exercise of their professional rights and responsibilities;
3. Respond to requests for evaluation of colleagues and to keep such information confidential as appropriate; and
4. Respond to requests from a TSPC representative for information, furnish documents to TSPC, and participate in interviews with a TSPC representative relating to a TSPC investigation, except subject to the exercise of any legal right or privilege.

END OF POLICY

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**Legal Reference(s):**

[OAR 584-020-0000 - 0035](#)

House Bill 4160 (2024).

Corrected 1/12/26

# Klamath Falls City Schools

Code: GCAB  
Adopted: 3/06/17  
Revised/Readopted: 1/13/20  
Orig. Code(s): GCAB

## Personal Electronic Devices and Social Media - Staff\*\*

Staff possession or use of personal electronic devices on district property, in district facilities during the work day and while the staff is on duty in attendance at district-sponsored activities may be permitted subject to the limitations set forth in this policy and consistent with any additional school rules as may be established by the superintendent or designee. At no time, whether on duty or off duty, will a personal electronic device be used in a manner that interferes with staff duty and responsibility for the supervision of students. While on district property and/or while on duty, staff will be required to comply with all guidelines contained in the District Internet Use Agreement.

A “personal electronic device” is a device, not issued by the district and that is capable of electronically communicating, sending, receiving, storing, recording, reproducing, and/or displaying information and data.

Personal electronic devices shall be silenced during instructional or class time, while on duty or at any other time where such use of the device would cause a disruption of school activities or interfere with a work assignment. Devices, which have the capability to take photographs or record video or audio, shall not be used for such purposes while on district property or while a staff member is on duty at a district-sponsored activities, unless as expressly authorized by the principal or designee for a use directly related to and consistent with the employee’s assigned duties. Computers, tablets, iPads or similar devices brought to school will be restricted to academic activities during on-duty time.

The district will not be liable for loss or damage to personal electronic devices brought to district property and district-sponsored activities.

Staff members, while on duty and off duty, will utilize social media websites, public websites and blogs, judiciously by not posting confidential information about students, staff or district business.<sup>1</sup> Staff may not post images of district facilities, staff, students, volunteers or parents without written authorization from persons with authority to grant such a release. Staff members, while on duty and off duty, will treat fellow employees, students and the public with respect while posting on social media websites, etc., in order to prevent substantial disruption in school.

Communication with students using personal electronic devices will be appropriate and professional. Communication with students using personal electronic devices regarding ~~nonschool~~ non-school-related matters is prohibited during work hours and strongly discouraged at all other times. If communicating with students electronically regarding school-related matters, staff will use district e-mail using mailing lists and/or other internet messaging to a group of students rather than individual students. Texting students during work hours is prohibited. Texting a-students while off duty is strongly discouraged.

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<sup>1</sup> Nothing in this policy is intended in any form to limit the right of employees to engage in protected labor activities via the use of social media.

Exceptions to the prohibitions set forth in this policy may be made for health, safety or emergency reasons with superintendent or designee approval.

Staff are subject to disciplinary action up to and including dismissal for using a personal electronic device in any manner that is illegal or violates the terms of this policy. Staff actions on social media websites, public websites and blogs, while on or off duty, which creates a substantial disruption to the school environment, are subject to disciplinary action up to and including dismissal. A disruption for the purposes of this policy, includes, but is not limited to, one or more parents threaten to remove their children from a particular class or particular school, actual withdrawal of a student or students from a particular class or particular school and/or a threatened or actual negative impact on the learning environment.

The taking, disseminating, transferring, or sharing of obscene, pornographic, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs, will be reported to law enforcement and/or other appropriate state or federal agencies.

Licensed staff are subject at all times to the Standards for Competent and Ethical Performance of Oregon Educators. (See Board policy GCAA)

The superintendent shall ensure that this policy is available to all employees.

END OF POLICY

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**Legal Reference(s):**

[ORS 163.432](#)  
[ORS 163.433](#)  
[ORS 163.684](#)  
[ORS 163.686](#)  
[ORS 163.687](#)  
[ORS 163.688](#)  
[ORS 163.689](#)

[ORS 163.693](#)  
[ORS 163.700](#)  
[ORS 167.057](#)  
[ORS 326.011](#)  
[ORS 326.051](#)  
[ORS 332.072](#)  
[ORS 332.107](#)

[ORS 336.840](#)  
[ORS 339.372](#)

[OAR 584-020-0000 – 020-0035](#)

Senate Bill 155 (2019)

18 U.S.C. § 1466A (2018).

18 U.S.C. § 1470 (2018).

20 U.S.C. § 7131 (2018).

20 U.S.C. § 7906 (2018).

Copyrights, Title 17, as amended, United States Code (2018); 19 C.F.R. Part 133 (2019).

Melzer v. Bd. Of Educ., City of New York, 336 F.3d 185 (2d Cir. 2003).

Ross v. Springfield Sch. Dist., No. FDA 80-1, aff'd, 56 Or. App. 197, rev'd and remanded, 294 Or. 357 (1982), order on remand (1983), aff'd, 71 Or. App. 111 (1984), rev'd and remanded, 300 Or. 507 (1986), order on second remand (1987), revised order on second remand (1988).

Corrected 1/12/26

# Klamath Falls City Schools

Code: GCBDA/GDBDA  
Adopted: 3/18/96  
Readopted: 10/09/06; 9/14/09; 3/06/17  
Orig. Code(s): GCBDA/GDBDA

## Family Medical Leave (Version 1)

The district will comply with all provisions of the Family and Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), the Military Family Leave Act as part of the National Defense Authorization Acts (which expanded certain leave to military families and veterans for specific circumstances), the Oregon Military Family Leave Act, and other applicable provisions of Board policies and collective bargaining agreements regarding family medical leave.

In order for an employee to be eligible for the benefits under federal law, he/she must have been employed by the district for at least 12 months over the previous seven years and have worked at least 1250 hours during the past 12-month period.

In order to be eligible under state law, an employee must work an average of 25 hours per week and have been employed at least 180 days prior to the first day of the family medical leave of absence. For parental leave purposes, however, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave. Federal and state leave entitlements may run concurrently.

The superintendent or designee will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

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### Legal Reference(s):

[ORS 332.507](#)

[ORS 657B.010](#)

[ORS 657B.025](#)

[ORS 659A.090](#)

[ORS 659A.093](#)

[ORS 659A.096](#)

[ORS 659A.099](#)

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

[OAR 839-009-0210 - 0460](#)

Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654; 5 U.S.C. §§ 6381-6387 (2018); Family and Medical Leave Act, 29 C.F.R. Part 825 (2023).

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2023); 28 C.F.R. Part 35 (2023).

Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9<sup>th</sup> Cir. 2014).

Senate Bill 1515 (2024).

# Klamath Falls City Schools

Code: GCBDA/GDBDA  
Adopted:  
Orig. Code(s): GCBDA/GDBDA

## Family and Medical Leave

(Version 2)

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

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

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

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

PFMLI is generally available to district employees who have earned \$1,000 in subject wages or taxable income during the alternate or base years<sup>1</sup>, contributed to the PFMLI fund in the alternate or base years and are otherwise eligible.<sup>2</sup> PFMLI can be taken for family leave, medical leave or safe leave.<sup>3</sup>

Leave taken under OFLA is in addition to leave taken under PFMLI and cannot be taken concurrently; however, OFLA leave or PFMLI may run concurrently with leave available under ORS 653.601 - 653.661, FMLA, and other types of leave if provided by the district. Any leave taken under PFMLI must be taken concurrently with any leave taken under FMLA when for the same purpose.

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<sup>1</sup> The wages are not required to have been earned for work in the district.

<sup>2</sup> See OAR 471-070-1010 for additional information.

<sup>3</sup> Time to effectuate the legal process for the placement of a child in foster care or a child being adopted qualifies for PFMLI starting January 1, 2025. Until then, leave is available through OFLA. {See SB 1515 (2024) Sections 4, 13, 21 and 25.}

The superintendent or designee will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

**Legal Reference(s):**

[ORS 332.507](#)  
[ORS 657B.010](#)  
[ORS 657B.025](#)

R

[ORS 659A.090](#)  
[ORS 659A.093](#)  
[ORS 659A.096](#)

[ORS 659A.099](#)  
[ORS 659A.150 - 659A.186](#)  
[OAR 839-009-0210 - 0460](#)

Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654; 5 U.S.C. §§ 6381-6387 (2018); Family and Medical Leave Act, 29 C.F.R. Part 825 (2023).

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2023); 28 C.F.R. Part 35 (2023).

Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9<sup>th</sup> Cir. 2014).

Senate Bill 1515 (2024).

Corrected 1/12/26

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# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(1)  
Adopted: 12/14/20  
Revised/Readopted: 3/14/22  
Orig. Code(s): GCBDA/GDBDA-AR(1)

## Family and Medical Leave

### Coverage

The federal Family and Medical Leave Act (FMLA) applies to districts with 50 or more employees within 75 miles of the employee's work site, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken.

### Employee Eligibility

FMLA benefits are available applies to employees who have been employed by worked for the district for at least 12 months, have (not necessarily consecutive) and worked for at least 1,250 hours during the past 12-month period and work at a worksite that employs 50 district employees within 75 miles immediately preceding the start of the worksite leave.

An employee who has previously qualified for and has taken some portion of FMLA leave may request additional FMLA leave within the same leave year. In such instances, the employee may not need to not requalify as an eligible employee, if the additional leave applied for is in the same leave year and for the same condition.

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must applies to employees who work an average of 25 hours or more per week during the 180 calendar days<sup>1</sup> or more immediately prior to the first day of the start of the requested leave.<sup>2 3</sup> For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

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

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<sup>1</sup> Thirty days during a declared public health emergency.

<sup>2</sup> The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options employee leave at least as generous as the leave required by OFLA.

<sup>3</sup> The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options employee leave at least as generous as the leave required by OFLA.

1. An employee who has worked for the ~~district covered employer~~ for fewer than 30 days immediately before the date on which the family leave would commence; or
2. An employee who has worked for the ~~district covered employer~~ for an average of fewer than 25 hours per week in the 30 days immediately before the date on which the family leave would commence. ~~An employee of a covered employer is eligible to take leave for purposes of OFLA if the employee:~~

An employee of the district is eligible to take leave for purposes of OFLA if the employee:

1. Separates from employment with the ~~district covered employer~~, irrespective of any reason:
  - a. Is eligible to take leave OFLA at the time the employee separates; and
  - b. Is reemployed by the ~~district covered employer~~ within 180 days of separation from employment; or
2. Is eligible to take OFLA leave:
  - a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
  - b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for the ~~district covered employer~~ prior to a break in service due to a separation from employment or a temporary cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the ~~district employer~~ within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

When an employee requests OFLA leave, or when the district acquires knowledge that an employee's leave may be for a purpose that constitutes OFLA leave, the district will notify the employee of the employee's eligibility to take OFLA leave within five business days, absent extenuating circumstances. Whether an employee is an "eligible employee" as defined in OAR 839-009-0210 is determined, a notice must be provided, at the commencement of the first instance of each purpose for leave listed in OAR 839-009-0240 during the OFLA leave year. If an employee is an "eligible employee" as defined in OAR 839-009-0210 for the purpose listed in OAR 839-009-0240, the employee's eligibility for that purpose does not change during the applicable 12-month period. In addition:

~~An employee who has previously qualified for and has taken some portion of FLA leave, may request additional OFLA leave within the same leave year. In such instances, the employee must requalify as an eligible employee for each additional leave requested unless one of the following exceptions apply:~~

1. ~~A female employee who has taken~~ An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some or all of 12 weeks of OFLA leave ~~need not requalify leave in the same leave year~~ for any other purpose, need not requalify each time the employee takes OFLA leave within the same leave year;
2. ~~An employee who has taken 12 weeks of parental leave need not requalify to take an additional 12 weeks in the same leave year for sick child leave; and~~

- 3.2. An employee unable to work because of ~~granted sick leave for a~~ disabling compensable injury<sup>4</sup> ~~serious health condition for the employee or a family member~~ need not requalify under OAR 839-009-0210 ~~if additional leave is taken in order to use OFLA leave following a period the employee is off work due to this leave year for the compensable injury same reason.~~

In determining if an employee has been employed for the preceding 180 calendar days under OFLA, the district must consider days, paid or unpaid, an employee is maintained on payroll.

Leave under the Oregon Military Family Leave Act (OMFLA) applies to employees who work an average of at least 20 hours per week. There is no minimum number of days worked when determining employee eligibility for OMFLA.

~~In determining if an employee has been employed for the preceding 180 calendar days, when applicable, the employer must consider days, e.g., paid or unpaid, an employee is maintained on payroll for any part of a work week. Full-time public school teachers who have been maintained on payroll by a district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave. This provision is eligible for rebuttal if for example, the employee was on a nonpaid sabbatical.~~

In determining average workweek, under FMLA and OFLA, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

## Qualifying Reason

Eligible employees may access FMLA leave entitlements for the following reasons:

- ~~1. Serious health condition of the employee or the employee's covered family member: Inpatient care; Inpatient care;~~
  - ~~a. Continuing treatment;~~
  - ~~b. Chronic conditions;~~
  - ~~c. Permanent, long-term or terminal conditions;~~
  - ~~d. Multiple treatments;~~
  - ~~e. Pregnancy and prenatal care.~~

1. Serious health condition of the employee or the employee's covered family member. "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care<sup>5</sup> or continuing treatment by a health care provider<sup>6</sup>.
2. Parental leave<sup>7</sup> (separate from eligible leave as a result of a child's serious health condition):

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<sup>4</sup> As defined in ORS 656.005.

<sup>5</sup> "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care. See 29 CFR § 825.114.

<sup>6</sup> "Continuing treatment" includes incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-term conditions, conditions requiring multiple treatments, and absences attributable to incapacity. See 29 CFR § 815.115.

<sup>7</sup> Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

- a. Bonding with and caring the care for the employee's newborn child (within 12 months following birth);
  - b. Bonding with and caring the care for a newly adopted child or newly placed child in foster care child under the age of 18 (within 12 months of placement);
  - c. Caring Care for a newly adopted child or newly placed child in foster care child over 18 years of age or older who is incapable of self-care because of a mental or physical disability or mental impairment (within 12 months of placement);
  - d. Time to effectuate the legal process required for placement of a child in foster care child or the adoption of a child.
3. Military caregiver leave Caregiver Leave: leave for the care for spouse, child son, daughter or next-of-kin who is a covered servicemember/veteran with a serious injury or illness;
  4. Qualifying exigency leave Exigency Leave: leave arising out of the foreign deployment to a foreign country of the employee's spouse, child son, daughter or parent who is a military member on active duty or call to covered active duty status.

Eligible employees may access OFLA leave entitlements for the following reasons:

1. Pregnancy disability leave: leave taken by an employee for their own disability related to pregnancy, including pregnancy termination or childbirth, whether the disability occurs before, during or after the birth of the child or for prenatal care, including fertility or infertility treatment.
1. ~~Serious health condition of the employee or the employee's covered family member:~~
    - a. ~~Inpatient care;~~
    - b. ~~Continuing treatment;~~
    - c. ~~Chronic conditions;~~
    - d. ~~Permanent, long term or terminal conditions;~~
    - e. ~~Multiple treatments;~~
    - f. ~~Pregnancy and prenatal care.~~
  1. ~~Parental leave (separate from eligible leave as a result of the child's serious health condition):~~
    - a. ~~Bonding with and the care for the employee's newborn (within 12 months following birth);~~
    - b. ~~Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);~~
    - c. ~~Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);~~
    - d. ~~Time to effectuate the legal process required for placement of a foster child or the adoption of a child.~~
  2. Sick Child Leave: leave for non-serious health conditions of the employee's child. For OFLA, sick child leave includes absence to care for an employee's child whose school or child care provider has been closed<sup>8</sup> in conjunction with a statewide public health emergency declared by a public health

<sup>8</sup> "Closure" for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child's school or child care provider. OAR 839-009-0210(4).

official.<sup>9</sup> Sick child leave: leave taken to care for an employee’s child suffering from an illness, injury, or condition that requires home care. Under OFLA, sick child leave includes leave to care for an employee’s child whose school or child care provider has been closed<sup>10</sup> in conjunction with a statewide public health emergency declared by a public health official.<sup>11</sup>

3. Bereavement leave: leave taken to deal with the death of a covered family member and includes leave taken to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member.<sup>12</sup>

~~1. Bereavement Leave: leave related to the death of a covered family member.<sup>13</sup>~~

Eligible employees may also access OMFLA under OFLA for the purpose of spending time with a spouse or ~~same gender~~ domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

~~2. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same district designated leave period may be reconfirmed at the start of each qualified leave request.~~

## Definitions

1. Family member:

a. For the purposes of FMLA, “family member” means:

(1) Spouse<sup>14</sup>;

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<sup>9</sup> ~~The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:~~

~~1. The name of the child being cared for;~~

~~2. The name of the school or child care provider that has closed or become unavailable; and~~

~~3. A statement from the employee that no other family member of the child is willing and able to care for the child.~~

~~With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.~~

<sup>10</sup> “Closure” (OAR 839-009-0210(5)) for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child’s school or child care provider as defined in OAR 839-009-0210(4).

<sup>11</sup> The district may request verification of the need for sick child leave under OFLA due to a closure during a statewide public health emergency. Verification may include:

1. The name of the child being cared for;

2. The name of the school or child care provider that has closed or become unavailable;

3. A statement from the employee that no other family member of the child is willing and able to care for the child; and

4. With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

<sup>12</sup> Bereavement leave under OFLA must be completed within 60 days of the date the employee received notice of the death. The notice of the death of a family member may be by any means and from any source.

~~<sup>13</sup> Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.~~

<sup>14</sup> “Spouse” means individuals in a marriage, including “common law” marriage and same-sex marriage. ~~For OFLA, spouse also includes same sex individuals with a Certificate of Registered Domestic Partnership.~~

- (2) Parent<sup>15</sup>;
- (3) Child; or
- (4) Persons who are “in loco parentis.”

b. For the purposes of OFLA, “family member” means an eligible employee’s:

- ~~(1) Spouse;~~
- ~~(2) Registered, same-gender domestic partner;~~
- ~~(3) Parent;~~
- ~~(4) Parent-in-law;~~
- ~~(5) Parent of employee’s registered, same-gender domestic partner;~~
- ~~(6) Child;~~
- ~~(7) Child of employee’s registered, same-gender domestic partner;~~
- ~~(8) Grandchild;~~
- ~~(9) Grandparent; or~~
- ~~(10) Persons who are “in loco parentis.”~~
- ~~(11)~~(1) Spouse or domestic partner;
- ~~(12)~~(2) Child or the child’s spouse or domestic partner;
- ~~(13)~~(3) Parent or the parent’s spouse or domestic partner;
- ~~(14)~~(4) Sibling or stepsibling, or the sibling’s or stepsibling’s spouse or domestic partner;
- ~~(15)~~(5) Grandparent or the grandparent’s spouse or domestic partner;
- ~~(16)~~(6) Grandchild or the grandchild’s spouse or domestic partner; or
- ~~(17)~~(7) Any individual related by blood or affinity whose close association with an eligible employee is the equivalent of a family relationship.<sup>16</sup>

## 2. Child:

- a. For the purposes of FMLA, “child” means the eligible employee’s a biological or, adopted or ~~foster~~ child, a child the employee is fostering, a stepchild, a legal ward or a child of a person standing “in loco parentis,” who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental disability ~~impairment~~.
- b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave ~~Leave~~ under FMLA, “child” means the employee’s ~~child or daughter~~ on covered active duty regardless of that child’s age.
- c. For the purposes of OFLA, “child” means the eligible employee’s a biological or, adopted, ~~foster~~ child, a child the employee is fostering, a ~~or~~ stepchild, the child of the ~~employee, the child~~

<sup>15</sup> “Parent” means a biological, adoptive, step or foster parent, or any other individual who stood “in loco parentis” to the employee when the employee was a child as defined herein. This does not include parents “in law.”

<sup>16</sup> “Affinity” means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:

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

of the employee's spouse or same-gender domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis."

~~d. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.~~

3. In loco parentis:

a. For the purposes of FMLA, "in loco parentis" means persons with day-to-day responsibility to care for ~~or~~ and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

b. For the purposes of OFLA, "in loco parentis" means ~~person~~ persons in the place of the parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not ~~required~~ requested.

4. Next of kin:

For the purposes of FMLA and ~~Military Caregiver Leave under FMLA~~, "next of kin" means the nearest blood relative other than the covered servicemember's spouse, parent, ~~son or child~~ daughter in the following order of priority (unless otherwise designated in writing by the servicemember):

a. Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions;

b. Siblings;

~~e.~~ Brothers or sisters;

~~d.~~ c. Grandparents;

~~e.~~ d. Siblings of parents, Aunts and their spouses, uncles; and

~~f.~~ e. First cousins.

5. Covered servicemembers:

For the purposes of ~~Military Caregiver Leave under FMLA~~, "covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is ~~undergoing~~ receiving medical treatment, recuperation or therapy, ~~or is otherwise in outpatient status,~~ or is otherwise on the temporary disability retired list for a serious injury or illness; or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

6. Covered veteran:

For the purposes of ~~Military Caregiver Leave under FMLA~~, "covered veteran" means ~~an individual a veteran who was~~ is undergoing medical treatment, recuperation or therapy for a serious injury or illness ~~provided they were:~~

a. A member of the Armed Forces (including a member of the National Guard or Reserves);

b. Discharged or released under conditions other than dishonorable; and

c. Discharged within the five-year period prior to the first date before the eligible employee first takes FMLA leave to care for the covered veteran, ~~Military Caregiver Leave~~.

7. Public health emergency:

For OFLA a “public health emergency” means;

- a. A public health emergency declared under ORS 433.441.
- b. An emergency declared under ORS 401.165 if related to a public health emergency as defined in ORS 433.442.

## Leave Period

For the purposes of calculating an employee’s leave period for FMLA, the district will use a “rolling” 12-month period measured backward from the date the employee uses any FMLA family and medical leave. ~~The same method for calculating the 12-month period for FMLA and OFLA leave entitlement shall be used for all employees.~~

For the purposes of calculating an employee’s leave period for OFLA, the district will use a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which family leave commences.

The methods for calculating the leave period for FMLA or OFLA leave entitlement shall be used for all employees.

~~The However, in all instances, the~~ leave period for the purposes of ~~OMFLA~~ and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district’s designated ~~12-month~~ leave period described above.

## Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period (12-month period)<sup>17</sup>. Spouses who work for the district and are eligible for FMLA leave may be limited to a combined total of 12 weeks of FMLA leave during the district’s designated leave period when the purpose of the leave is for:

1. Birth ~~the birth~~ of a child or to care for a child after birth;
2. Placement, ~~placement~~ of an adopted or foster child or child in foster care, the care for an adopted child or child in foster care ~~child~~ after placement; or

Care of ~~to care for~~ the employee’s parent with a parent’s serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee’s leave entitlement within the district’s designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of up to 12 weeks of OFLA leave, for sick child leave and bereavement leave, ~~qualified leave~~ during the district’s designated leave period. An eligible employee is entitled to a total of two weeks of bereavement leave upon the death of each

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<sup>17</sup> An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district’s leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee’s 26-week entitlement under Military Caregiver Leave under FMLA.

family member of the employee within a leave year, except that the eligible employee may not take more than four weeks of bereavement leave within a leave year.

An employee may also be entitled to take a total of 12 weeks of OFLA pregnancy disability leave within the same leave year.

Under OFLA, the employee may use all or part of the 12 weeks of sick child or bereavement leave and all or part of the 12 weeks of pregnancy disability leave in any order.

However, an eligible employee is entitled to an additional, full 12 weeks of parental leave during the district's designated leave period following the birth of a child regardless of how much OFLA qualified leave the employee has taken prior to the birth of such child during the district's designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the district designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA during the district's designated leave period for the purpose of caring for a child(ren) with a non-serious health condition requiring home care.<sup>18</sup> Unlike FMLA, OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.<sup>19</sup>

Unlike FMLA, OFLA does not combine the leave entitlement when two or more family members work for the district. Under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.<sup>20</sup>

For the purposes of OMFLA, an eligible employee is entitled to 14 days of leave per call or order to active duty or notification of a leave from deployment. When an employee also meets the eligibility requirements of OFLA, the duration of the OMFLA leave counts toward that employee's leave entitlement during the district's designated leave period.

Qualified Except as otherwise noted above, qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the district's designated leave period if for the same qualifying reason. Qualified leave under FMLA will run concurrently with other qualified leave covered under Paid Family and Medical Leave Insurance (PFMLI) and/or available sick leave under ORS 653.601 - 653.661 for eligible employees. Qualified leave under OFLA will also run concurrently with leave taken under the sick leave law in ORS 653.601 - 653.661 if for the same qualifying reason, but not concurrent with PFMLI.

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of

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<sup>18</sup> Sick child leave under OFLA need not be provided if another family member, including a noncustodial biological parent, is willing and able to care for the child.

<sup>19</sup> Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family member wants to take Bereavement Leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

<sup>20</sup> Exceptions to the ability to require family members to take OFLA qualified leave at different times are when one employee needs to care for a child for a purpose described in ORS 659A.159 (1)(a) while another employee is taking pregnancy disability leave or, one or more of the employees is taking bereavement leave.

hours the eligible employee normally works per week by 12.<sup>21</sup> If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 months~~weeks~~ worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek.<sup>22</sup> If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Holidays which occur within the week taken as FMLA may be counted against FMLA entitlement.<sup>23</sup> However, for leave taken in increments of less than one week, holidays in which employees generally are not expected to report do not count against the employees FMLA leave entitlement.

Under OFLA, days in which the district is not in operation, are not counted toward intermittent or reduced work schedule OFLA leave.

## Intermittent Leave

With the exception of parental leave under FMLA which must be taken in one continuous block of time, an eligible employee is permitted under FMLA ~~and~~ OFLA to take intermittent leave for any qualifying reason.

Intermittent leave is taken in ~~separate periods~~ ~~multiple blocks~~ of time (i.e., hours, days, weeks, etc.) rather than in one continuous ~~period~~ ~~block~~ of time, and/or requiring an altered ~~requires a modified~~ or reduced work schedule. For OFLA this includes but is not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

~~When an employee is eligible for OFLA leave, but not FMLA leave, the employer:~~

- ~~1. May allow an exempt employee, as defined by state and federal law, with accrued paid time off to take OFLA leave in blocks of less than a full day; but~~
- ~~1. May not reduce the salary of an employee who is taking intermittent leave when they do not have accrued paid leave available. To do so would result in the loss of exemption under state law.~~

When an exempt employee is eligible for both OFLA and FMLA leave, and the employee takes intermittent leave in blocks of less than one day, if done in accordance with 29 CFR § 825.206, the district may reduce the employee's salary for the part-day absence without the loss of the employee's exempt status in accordance with OAR 839-020-0004(32).

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

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<sup>21</sup> For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

<sup>22</sup> For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.

<sup>23</sup> See 29 CFR § 825.200(h).

An employee's FMLA and/or OFLA intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

~~Holidays or days in which the district is not in operation, are not counted against the eligible employee's intermittent OFLA leave period unless the employee was scheduled and expected to work on any such day.~~

### **Alternate Work Assignment**

~~The district may transfer an employee recovering from a serious health condition to an alternate position which accommodates the serious health condition provided:~~

Under FMLA, the district may transfer an employee taking intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment to an alternate position for which the employee is qualified and which better accommodates an employee's recovery from a serious health condition, a serious health condition of a spouse, parent, son, or daughter, or a serious injury of illness of a covered servicemember. However, the district may not transfer the employee to an alternative position in order to discourage the employee from taking leave or otherwise work a hardship on the employee.

Under FMLA, when an employee who is taking leave intermittently or on a reduced leave schedule and has been transferred to an alternative position no longer needs to continue on leave and is able to return to full-time work, the employee will be placed in the same or equivalent job as the job they left when the leave commenced. An employee may not be required to take more leave than necessary to address the circumstance that precipitated the need for leave.

Under OFLA, the district may transfer an employee on intermittent OFLA leave or reduced work schedule into an alternate position with the same or different duties to accommodate leave, provided:

1. The employee accepts the position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreement, as well as with state and federal law;
4. ~~The transfer is compliant with state and federal law, including but not limited to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave protections provided for in FMLA and/or reduced work schedule OFLA;~~ and
5. The transfer is not used to discourage the employee from taking leave FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

Under OFLA, an employee transferred to an alternate position for the purpose of a reduced work schedule must be returned to the employee's former position when the employee notifies the employer that the employee is ready to return to the former position at the end of the alternate duty leave.

The district may transfer an eligible employee to an alternate position that accommodates OFLA pregnancy disability leave who is on a foreseeable intermittent FMLA and/or OFLA leave to another position with the same or different duties to accommodate the leave, provided:

1. The employee accepts the transfer position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreements, as well as with state and federal law;
4. ~~The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;~~
5. ~~The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and~~
- 6.4. The transfer is not used to discourage the employee from taking OFLA intermittent or reduced work schedule leave; or to create a hardship for the employee.

Under OFLA, if an eligible employee is transferred to an alternative position, and as a result the employee works fewer hours than the employee worked ~~was working~~ in the original position, the employee's FMLA and/or OFLA leavetime is determined by calculating the difference between the number of hours the employee worked in the original position ~~employee's normal work schedule~~ and the number of hours the employee actually works in the alternative position ~~during the leave period~~. The result of such calculation is credited against the eligible employee's leave entitlement.

~~When an employee is transferred to alternate position as described above but such transfer does not result in a reduced schedule, time worked in any such alternate position shall not be considered for the purpose of FMLA and/or OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all FMLA and/or OFLA leave taken in that leave year plus the period of time worked in the alternate position exceeds 12 weeks.~~

An employee is not on OFLA leave if the employee has been transferred – as provided for in OAR 839-009-0245 (5) – to an alternate position for the purpose of alternate work duties that the employee is able to perform within the limitations of the employee's pregnancy disability, but not requiring a reduced workweek. An employee working in an alternate position retains the right to return to the employee's original position at any time during the employee's OFLA leave. This does not impair the right of an employee to a reasonable accommodation or the application of any other state or federal law.

### Special Rules for School Employees

For the purposes of FMLA, "instructional employee" means those whose principal function is to teach and instruct students in a class, a small group or an individual setting. Athletic coaches, driving instructors and special education assistants, such as interpreters<sup>24</sup> for the hearing impaired, are included in this definition. This definition does not include ~~apply to~~ teacher assistants or aides who do not have as their principal job actual teaching or instructing, auxiliary personnel such as, counselors, psychologists, ~~psychologist~~, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

<sup>24</sup> 29 CFR 825.600(c) uses "signers."

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

FMLA and/or OFLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee’s FMLA leave entitlement. In any such situation, the eligible instructional school employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

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

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

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

If an instructional employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the district may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the district may require the employee to delay the taking of leave until the notice provision is met.

#### 2. Limitation on Leave Near the End of the Term<sup>25</sup> School Year

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

- a. ~~When the qualified leave begins more than five weeks before the end of the school year:~~
- b.a. ~~For~~ When the qualified leave begins more than five weeks before the end of the term, the district may require purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the term if school year provided:
  - (1) The leave will last at least three weeks; and
  - (2) The employee would return to work during the three-week period before the end of the term.
  - (3) ~~For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee’s own serious health condition, the eligible school employee may be required to remain in leave until the end of the school year, provided:~~

<sup>25</sup> “Academic term” means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. In no case may a school have more than two academic terms or semesters each year for purposes of FMLA. 29 CFR § 825.602(b)

- (a) ~~The leave will last at least three weeks; and~~
- (b) ~~The employee's return to work would occur within three weeks of the end of the school year.~~

e.b. ~~For the purposes of FMLA and/or OFLA leave, when~~ When the qualified leave begins during ~~a~~ within five-week period before ~~weeks of the end of the term~~ school year and the purpose of such leave is parental leave, for the serious health condition of a family member or to care for ~~the serious health condition of a covered~~ servicemember, the eligible ~~instructional~~ school employee may be required by the district to remain on leave until the end of the term ~~if~~ school year provided:

- (1) The leave will last more than two weeks; and
- (2) The employee would return to work during the two-week period before the end of the ~~term~~ school year.

d.c. ~~When the~~ For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the ~~term~~ school year and the purpose of such leave is parental leave, for the serious health condition of a family member or to care for ~~the serious health condition of a covered~~ servicemember, the eligible ~~instructional~~ school employee may be required to remain on leave until the end of the term ~~if~~ school year provided the length of the leave will last more than five working days.

If the district requires an eligible ~~instructional~~ school employee to remain on leave until the end of the ~~term~~ school year as described above, additional leave required by the ~~district~~ employer until the end of the school term ~~year~~ shall not count against the eligible ~~instructional~~ school employee's leave entitlement.

For the purposes of OFLA leave, if an employee<sup>26</sup> begins a period of bereavement leave during the three-week period before the end of the term and the duration of the leave is greater than five working days, the district may require the employee continue on family leave until the end of the term.

### **Paid/Unpaid Leave**

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Paid Family and Medical Leave Insurance (PFMLI) leave taken via Paid Leave Oregon or an equivalent plan will run concurrently with FMLA and leave available under ORS 653.601 - 653.661 when taken for the same purpose. An employee may elect ~~Subject to any related provisions in any applicable collective bargaining agreement, the district requires the eligible employee to use any available accrued paid leave, including personal, and sick leave or available accrued vacation leave during the leave period. The total combined amount received by using accrued leave and PFMLI may exceed the employee's full wage replacement during the period of leave. before taking FMLA and/or OFLA leave without pay during the leave period. The employee may select the order in which the available paid leave is used.~~

The district will notify the eligible employee ~~when~~ that the requested leave has been designated as FMLA and/or OFLA leave and ask, if required by the employee about the use of ~~district~~, that available accrued paid leave shall be used during the leave period. In the event the district is aware of an OFLA or FMLA qualifying exigency, the district shall notify the eligible employee of its intent to designate the leave as such

<sup>26</sup> Applies only to an employee who is employed principally in an instructional capacity by the district.

~~regardless of whether a request has been made by the eligible employee. Such notification will be given to the eligible employee prior to the commencement of the leave or within two working days of the employee's notice of an unanticipated or emergency leave, whichever is sooner.~~

~~When the district does not have sufficient information to make a determination of whether the leave qualifies as FMLA or OFLA leave, the district will provide the required notice promptly when the information is available but no later than two working days after the district has received the information. Oral notices will be confirmed in writing no later than the following payday. If the payday is less than one week after the oral notice is given, written notice will be provided no later than the subsequent payday.~~

~~Eligible employees taking who request OMFLA leave are entitled shall not be required to use any available accrued paid timeoff during the OMFLA leave period.~~

## **Benefits and Insurance**

When an eligible employee returns to work following a FMLA, ~~or OFLA~~ or OMFLA-qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other district policy provide otherwise.<sup>27</sup> The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.<sup>28</sup>

For the purposes of FMLA and OFLA, the district will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to pay the employee portion of any such group health insurance contribution as a condition of continued coverage.

For the purposes of FMLA qualified leave, the district's obligation to maintain the employee's group health insurance coverage will cease if the employee's contribution is remitted more than 30 calendar days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

## **Fitness-for-Duty Verification Certification**

~~For purposes of FMLA, prior~~ ~~Prior~~ to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. ~~The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If the district is going to require a fitness for duty certification~~ ~~If the district is going to require a Fitness-for-Duty Certification~~ upon return to work, the district must notify the employee of such

<sup>27</sup> See also ORS 342.934(4)(d) in reduction force situations.

<sup>28</sup> See also ORS 342.934(4)(d) in reduction force situations

requirement when the leave is designated as FMLA and/or OFLA leave and that failure. Failure to provide the certification may result in a delay or denial of reinstatement. Any costs associated with obtaining the certification shall be borne by the employee.

~~For the purposes of FMLA qualified leave, any costs associated with obtaining the fitness for duty certification shall be borne by the employee.~~

~~For the purposes of OFLA qualified leave, any out of pocket costs associated with obtaining the fitness for duty certification shall be borne by the district.~~

~~If the leave is qualified under both FMLA and OFLA, any out of pocket costs associated with obtaining the fitness for duty certification shall be borne by the district.~~

## Application

~~For purposes of FMLA Under federal and state law, an eligible employee requesting FMLA and/or OFLA leave shall provide at least 30 days' notice prior to the leave date if the leave is foreseeable. The notice shall be written and include the anticipated start date, duration and reasons for the requested leave. When appropriate, the eligible employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district. An eligible employee able to give advance notice of the need to take FMLA leave must follow the district's known, reasonable and customary procedures for requesting any kind of leave.~~

~~For purposes of OFLA, an eligible employee shall provide at least 30 days' written notice of the need for foreseeable leave before starting family leave. An employee may commence family leave without prior notice in the event of: an unexpected illness, injury or condition of a child of the employee that requires home care; the death of a family member; or an illness, injury or condition related to the employee's own pregnancy or childbirth that disables the employee from performing any available job duties offered by the district. If an employee commences leave without prior notice as allowed above, the employee must give oral notice<sup>29</sup> to the employer within 24 hours of the commencement of the leave and must provide the written notice within three days after returning to work. Failure of an employee to provide the required notice for leave may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.~~

~~The district may request additional information<sup>30</sup> to determine that the requested leave qualifies as FMLA and/or OFLA leave. The district may designate the employee as provisionally on FMLA and/or OFLA leave until sufficient information is received to properly make a determination. An eligible employee able to give advance notice of the need to take FMLA and/or OFLA leave must follow the district's employer's known, reasonable and customary procedures for requesting any kind of leave.~~

~~For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual~~

<sup>29</sup> Oral notice may be given by any other person on behalf of the employee taking the leave.

<sup>30</sup> Except in cases to verify OFLA bereavement leave unless the district requires the use of an attestation form for purposes of determining affinity.

case. In most situations, as soon as practicable will be within one business day of an employee becoming aware of the need. ~~the employee must comply with the employer's normal call-in procedures except in limited and under unique circumstances.~~ Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.<sup>31</sup>

For the purposes of OFLA, ~~if an eligible employee is taking leave in an unforeseeable situation, an employee must give required to provide oral or written notice<sup>32</sup> within 24 hours before or after of commencement of the leave. in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.~~

~~When an employee fails to give advance notice for both the FMLA and OFLA above, the district must choose the remedy that is most advantageous to the employee.~~

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

For purposes of OMFLA, an employee must provide the district with notice of the intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

### **Medical Certification Verification**

~~The district~~ Under FMLA, the district may ~~shall~~ require an eligible employee to provide medical certification ~~documentation~~, when appropriate<sup>33</sup>, to support the stated reason for such leave. ~~In most cases, the~~ The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. ~~The~~ If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required, unless not practicable. Any additional certifications, including second and third opinions, will be in accordance with applicable law.

Under OFLA, the district may require an eligible employee to provide medical verification, when appropriate<sup>34</sup>, to support the stated reason for qualifying OFLA leave. The district will provide written notification to an employee of this requirement and state the consequences for failure to provide the requested medical verification. If the employee gives advance written notice of foreseeable leave, the district may require the employee to provide medical verification for OFLA leave before the leave starts. If the employee begins unforeseeable OFLA leave without prior notice, the employee is required to submit such medical verification within 15 calendar days after receipt of the district's request for medical

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<sup>31</sup> See 29 CFR § 825.304.

<sup>32</sup> Notice may be given by any other person on behalf of the employee taking the leave.

<sup>33</sup> Medical verification is not allowed in every situation. Review current laws and guidance for more information.

<sup>34</sup> Medical verification is not allowed in every situation. Review current laws and guidance for more information. (OAR 839-009-0260)

verification. The employee may be subject to disciplinary action for not providing the requested medical verification.

For the purposes of OFLA qualified leave, costs associated with obtaining the medical verification shall be borne by the district, or be paid as otherwise allowed by law. The district will not delay the use of qualifying OFLA leave when medical verification is not received before the commencement of unforeseeable leave. The district may not require an employee to obtain a second opinion.

Under OFLA, the district may request verification for the need for leave to care for a child who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency. A request for verification may include a request for:

1. The name of the child requiring home care;
2. The name of the school or child care provider that is subject to the closure;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. A statement that special circumstances exist that require the employee to provide home care for the child during the day, if the child is older than 14 years of age.

### **Posted Notice**

The district will post the Bureau of Labor and Industries Family Leave notice in each building or worksite in an area that is accessible to and regularly frequented by employees.<sup>35</sup> The district will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.<sup>36</sup>

~~The district may request re-certification of a condition when the minimum duration of a certification expires if continued leave is requested. If the certification does not indicate a duration or indicates that it is ongoing, the district may request re-certification at least every six months in connection with an absence.~~

~~Under federal law, a second medical opinion may be required whenever the district has reason to doubt the validity of the initial medical opinion. The health care provider may be selected by the district. The provider shall not be employed by the district on a regular basis. Should the first and second medical certifications differ, a third opinion may be required. The district and the employee will mutually agree on the selection of the health care provider for a third medical certification. The third opinion will be final. Second and third opinions and the actual travel expenses for an employee to obtain such opinions will be paid for by the district.~~

### **Second and Third Opinions**

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<sup>35</sup> [https://www.oregon.gov/boli/employers/Documents/BOLI\\_Printable\\_FamilyMedLv.pdf](https://www.oregon.gov/boli/employers/Documents/BOLI_Printable_FamilyMedLv.pdf); electronic posting is not sufficient to satisfy this requirement, but may be used to supplement the physical posting.

<sup>36</sup> <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf>; electronic posting is sufficient as long as it is posted prominently where it can be readily seen by employees and applicants for employees. The poster and the text must be large enough to be easily read and contain fully legible text.

1. ~~For the purposes of FMLA, the district may designate a second health care provider, but that person cannot be utilized by the district on a regular basis except in rural areas where health care is extremely limited. If the opinions of the employee's and the district's designated health care provider(s) differ, the district may require a third opinion at the district's expense. The third health care provider must be designated or approved jointly by the employee and the district. This third opinion shall be final and binding.~~
2. ~~For the purposes of OFLA, and except for leave related to sick child leave under OFLA, the district may require the employee to obtain a second opinion from a health care provider designated by the district. If the first and second verifications conflict, the employer may require the two health care providers to jointly designate a third health care provider for the purpose of providing a verification. This third verification shall be final and binding.~~

### **Notification**

~~Any notice required by federal and state laws explaining employee rights and responsibilities will be posted in all staff rooms and the district office. Additional information may be obtained by contacting the Director of Human Resources.~~

### **Record Keeping/Posted Notice**

The district will maintain all records as required by federal and state laws including dates leave is taken by employees, identified separately from other leave; hours/days of leave; copies of general and specific notices to employees, including Board policy(ies) and regulations; premium payments of employee health benefits while on leave and records of any disputes with employees regarding granting of leave. Medical documentation will be maintained separately from personnel files as confidential medical records. ~~The district will post notice of FMLA<sup>37</sup> and OFLA<sup>38</sup> leave requirements.~~

### **Federal vs. State Law**

Both federal and state law contain provisions ~~regarding leave for family and medical leave illness.~~ Federal regulations state an employer must comply with all leave ~~both laws;~~ that the federal law does not supersede any provision of state law that provides greater family or medical leave rights than those established pursuant to federal law; and if leave qualifies for FMLA and ~~that OFLA leave, the leave used counts against the employee's entitlement under both laws, and FMLA leave entitlements run concurrently.~~ State law requires that FMLA and OFLA ~~or other state leave entitlements run concurrently when for the same purpose possible.~~

~~For example, due to differences in regulations, an eligible employee who takes OFLA leave after 180 days of employment, but before they are eligible for FMLA leave, is still eligible to take a full 12 workweeks of FMLA leave after meeting FMLA's eligibility requirements. Thereafter, any eligible leave period will run concurrently, when appropriate.~~

Corrected 1/12/26

<sup>37</sup> ~~Poster available at <https://www.dol.gov/agencies/whd/fmla/posters>.~~

<sup>38</sup> ~~Poster available at <https://www.oregon.gov/boli/employers/pages/required-worksite-postings.aspx>.~~

# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(2)  
Revised/Reviewed: 8/09/10; 9/06/13; 11/19/13;  
3/06/17; 12/14/20  
Orig. Code(s): GCBDA/GDBDA-AR(2)

## Request for Family and/or Medical Leave

Employee Request for Family and Medical Leave (FMLA) and/or Oregon Family Leave (OFLA)

PLEASE PRINT

Where the need for the leave may be anticipated, written request for family and/or medical leave must be made, if practical, at least 30 days prior to the date the requested leave is to begin. Failure to request leave in a timely manner could result in either the leave being postponed or the amount of leave available reduced up to three weeks.

### Employee Information

PLEASE PRINT

Employee Name: \_\_\_\_\_ Effective date of the leave \_\_\_\_\_

School/Department: \_\_\_\_\_ Position/Job Title: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

Supervisor name: \_\_\_\_\_

Status:  Full-time  Part-time  Temporary

Hire Date \_\_\_\_\_ Length of Service \_\_\_\_\_

Have you taken a family leave in the past 12 months?  Yes  No

If yes, how many work days? \_\_\_\_\_ Reason for leave \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I request family or medical leave for one or more of the following reasons:<sup>1</sup>

1.  Because of the birth of my child and in order to care for him or her my child. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form) Expected date of birth \_\_\_\_\_ Actual date of birth \_\_\_\_\_  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

2.  Because of the placement of a child with me for adoption or foster care. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form) Age of child \_\_\_\_\_ Date of placement \_\_\_\_\_  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

<sup>1</sup> A physician's healthcare provider certification may be required to support a request for family and/or medical leave. In addition, a fitness-for-duty certification may be required before reinstatement following the leave for own health condition.

3.  In order to care for a family member<sup>2</sup> with a serious health condition. (~~District: Use GCBDA/GDBDA-AR(3)(B) Certification Form~~) Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

Please check one:

- |   |   |
|---|---|
| <input type="checkbox"/> Spouse <sup>3</sup>  | <input type="checkbox"/> Custodial parent                           |
| <input type="checkbox"/> Child <sup>4</sup>   | <input type="checkbox"/> Noncustodial parent                        |
| <input type="checkbox"/> Parent   | <input type="checkbox"/> Adoptive parent                            |
| <input type="checkbox"/> Individual who was in <i>loco parentis</i> when the employee was a child                                 | <input type="checkbox"/> Stepparent                                 |
| <input type="checkbox"/> Parent-in-law or the parent of the employee's registered domestic partner ( <del>OFLA leave only</del> ) | <input type="checkbox"/> Foster parent                              |
| <del>(OFLA leave only).</del>   | <input type="checkbox"/> Grandparent ( <del>OFLA leave only</del> ) |
|   | <input type="checkbox"/> Grandchild                                 |

Please state name and address of relation:

Name \_\_\_\_\_ Address \_\_\_\_\_

Does the condition render the family member unable to perform daily activities? \_\_\_\_\_

4.  Sick child leave due to the closure of child's school or child care provider

5.  For ~~any own~~ serious health condition which prevents me from performing my job functions. (~~District: Use GCBDA GDBDA AR(3)(A) Certification Form~~)

Describe \_\_\_\_\_

Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

~~Regarding 3 or 4 above, request intermittent (reduced workday hours) or reduced leave (fewer workdays each workweek) schedule or alternate duty (if applicable, subject to employer's approval). Please describe schedule of when you anticipate you will be unavailable to work: \_\_\_\_\_~~

<sup>2</sup> "Family member," for purposes of FMLA and OFLA leave, means the spouse, custodial parent, noncustodial parent, adoptive parent, stepparent or foster parent, biological parent, child of the employee (biological, adopted, foster or step child, a legal ward or child of the employee standing in loco parentis) or a person with whom the employee is or was in a relationship of "in loco parentis."

~~Additionally, when defining "family member" under OFLA (but not FMLA leave), the definition includes a grandparent, grandchild, parents in law or the parents of the employee's registered domestic partner.~~ "Family member" for purposes of OFLA means the spouse or domestic partner, child or the child's spouse or domestic partner, parent or the parent's spouse or domestic partner, sibling or stepsibling, or the siblings or stepsiblings spouse or domestic partner, grandparent or the grandparent's spouse or domestic partner, grandchild or the grandchild's spouse or domestic partner, or any individual related by blood or affinity whose close association with an eligible employee is the equivalent of a family relationship.

<sup>3</sup> "Spouse" means individuals in a marriage including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

<sup>4</sup> For FMLA, the age of the son or daughter at the onset of disability is not relevant in determining a parent's entitlement to FMLA leave

6.  In order to care for a child with an ~~condition~~ illness, injury or condition requiring home care ~~which does not meet the definition of serious health condition and is not life threatening or terminal (OFLA leave only).~~
7.  ~~For a serious health condition which prevents me from performing my job functions. (District: Use GCBDA GDBDA-AR(3)(A) Certification Form)~~
- 8.7.  A qualifying exigency arising from an employee's spouse, ~~son, daughter~~ child, or parent who is a covered servicemember as defined in GCBDA/GDBDA-AR(1), or leave for the spouse per each deployment of the spouse when the spouse has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment. ~~(District: Use GCBDA/GDBDA-AR(3)(C) Certification Form)~~
- 9.8.  To care for a spouse, ~~son, daughter~~ child, parent, or next of kin<sup>5</sup> who is a covered servicemember with a serious illness or injury incurred in the line of duty or active duty in the ~~a~~ Armed ~~F~~ Forces.

Has leave been taken for the same servicemember and the same injury?  Yes  No (District: Use GCBDA/GDBDA-AR(3)(D) Certification Form) If yes, when was the leave taken and for how many work days? \_\_\_\_\_

- 10.9.  For the death of a family member ~~(OFLA only).~~

### Anticipated Leave Information

Anticipated start date (if known): \_\_\_\_\_

Estimated duration (if known): \_\_\_\_\_

Continuous leave: \_\_\_\_\_

Intermittent leave (reduced schedule or periodic absences): \_\_\_\_\_

I understand that I am required to use any available accrued paid leave, including personal and sick leave or available accrued vacation leave before taking FMLA and/or OFLA leave without pay during the leave period. I may select the order in which the available paid leave is used.

If my request for a leave is approved, it is my understanding that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is scheduled to end. I understand that failure to do so will constitute unequivocal notice of my intent not to return to work and the district may terminate my employment.

I understand this form provides notice of my intent to request FMLA leave. I may be required to submit medical certification within 15 calendar days of receiving the appropriate form from Human Resources. I understand that FMLA leave may run concurrently with available paid leave in accordance with district policy. ~~(A fitness for duty statement may be required. (GCBDA/GDBDA-AR(3)))~~

<sup>5</sup> "Next of kin" means the nearest blood relative of the eligible employee.

I authorize the district to deduct from my paychecks any employee contributions for health insurance premiums, life insurance or long-term disability insurance which remain unpaid after my leave, consistent with state and/or federal law.

I have been provided a copy of the district's family and medical leave policy and a copy of my rights and responsibilities under the Family Medical Leave Act ~~leave request form~~.

Signature of Employee **signature**: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

---

**Human Resources Use Only**

Date notice received: \_\_\_\_\_

Eligibility confirmed:  Yes  No

Eligibility notice issued (date) (WH-381): \_\_\_\_\_

Medical certification due date: \_\_\_\_\_

Designation notice issued date (WH-382): \_\_\_\_\_

Corrected 1/12/26; **Corrected 3/10/26**

# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(3)(A)  
Revised/Reviewed: 8/09/10; 3/06/17  
Orig. Code(s): GCBDA/GDBDA-AR(3)(A)

## Certification of Health Care Provider

Employee's Serious Health Condition

*Updates coming*

### To be completed by the district:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Employees may not be asked to provide more information than allowed under the FMLA regulations. The district will maintain records and documents relating to medical certification, recertifications, or medical histories of employee's family members, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

District contact person: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions \_\_\_\_\_

Check if job description is attached:

### To be completed by the employee:

Complete the information below before giving this form to your family member or his/her medical provider. The return of this form is required to obtain or retain the benefit for FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request.

Return this completed form on \_\_\_\_\_ (must be at least 15 days after employee is notified of this requirement).

Employees name: \_\_\_\_\_  
First Middle Last

**To be completed by health care provider:**

Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be the best estimate based upon your medical knowledge, experience and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Extra space is provided, should you need it. Please be sure to sign the form on the last page.

Provider’s name and business address: \_\_\_\_\_

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

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

**Medical Facts**

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

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?

Yes  No If yes, dates of admission: \_\_\_\_\_

Dates(s) you treated the patient for condition \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed?  Yes  No

Will the patient need to have treatment visits at least twice per year due to the condition?

Yes  No

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

Yes  No

If yes, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is the medical condition pregnancy?  Yes  No

If yes, expected delivery date: \_\_\_\_\_

3. Use the information provided by the district in the “To be completed by the district” section to answer this question. If the district fails to provide a list of the employee’s essential functions or a job description, answer these questions based upon the employee’s own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:

Yes  No If yes, identify the job functions the employee is unable to perform:

- 
4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis or any regimen of continuing treatment such as the use of specialized equipment):
- 
- 

**Amount of leave needed**

1. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery?  Yes  No

If yes, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

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2. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition?  Yes  No

If yes, are the treatments or the reduced number of hours of work medically necessary?

Yes  No

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

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Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

3. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions?  Yes  No

Is it medically necessary for the employee to be absent from work during the flare-ups?

Yes  No If yes, explain: \_\_\_\_\_

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Based upon the employee's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the employee may have over the next six months (e.g., one episode every three months lasting one to two days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

**Additional Information – Identify the question number with your additional answer:**

D

E

Signature of Health Care Provider

Date

L

E

T

F

# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(3)(B)  
Revised/Reviewed: 8/09/10; 3/06/17  
Orig. Code(s): GCBDA/GDBDA-AR(3)(B)

## Certification of Health Care Provider

Family Member's Serious Health Condition

*Updates coming*

### To be completed by the district:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Employees may not be asked to provide more information than allowed under the FMLA regulations. The district will maintain records and documents relating to medical certification, recertifications or medical histories of employee's family members, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Contact person: \_\_\_\_\_

### To be completed by the employee:

Complete the information below before giving this form to your family member or his/her medical provider. The return of this form is required to obtain or retain the benefit for FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request.

Return this completed form on \_\_\_\_\_ (must be at least 15 days after employee is notified of this requirement).

Employees name: \_\_\_\_\_  
First Middle Last

Relationship and name of family member for whom employee will provide care: \_\_\_\_\_  
Relationship  
First Middle Last

If family member is your son or daughter, date of birth \_\_\_\_\_

Describe the care you will provide to your family member and estimate leave needed to provide care:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

**To be completed by health care provider:**

The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be the best estimate based upon your medical knowledge, experience and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Extra space is provided, should you need it. Please be sure to sign the form on the last page.

Provider’s name and business address: \_\_\_\_\_

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

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

**Medical Facts**

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

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?

Yes  No If yes, dates of admission: \_\_\_\_\_

Dates(s) you treated the patient for condition \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed?  Yes  No

Will the patient need to have treatment visits at least twice per year due to the condition?  Yes  No

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

Yes  No If yes, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is the medical condition pregnancy?  Yes  No

If yes, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_  
\_\_\_\_\_

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**Amount of leave needed**

When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs or the provision of physical or psychological care:

1. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery?  Yes  No

If yes, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Will the patient require follow-up treatments, including any time for recovery?  Yes  No

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

3. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?  Yes  No

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

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

\_\_\_\_\_

4. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities  Yes  No

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next six months (e.g., one episode every three months lasting one to two days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

Does the patient need care during these flare-ups?  Yes  No

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

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**Additional Information – Identify the question number with your additional answer:**

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Signature of Health Care Provider

Date

# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(3)(C)  
Revised/Reviewed: 8/09/10; 3/06/17  
Orig. Code(s): GCBDA/GDBDA-AR(3)(C)

## Military Family Leave

Certification of Qualifying Exigency for Military Family Leave

*Updates coming*

### Section 1: To be completed by the district:

The Family Medical Leave Act (FMLA) and the Oregon Military Family Leave Act (OMFLA) provides that a district may require an employee seeking FMLA or OMFLA leave due to a qualifying exigency or due to notification of impending call to active duty or deployment to submit a certification. Employees may not be asked to provide more information than allowed under the FMLA or OMFLA regulations.

District: \_\_\_\_\_

Superintendent or designee information: \_\_\_\_\_

### Section 2: To be completed by the employee:

Complete the information below fully and completely. The FMLA or OMFLA permits the district to require that you submit a timely, complete and sufficient certification to support a request for FMLA OMFLA leave due to a qualifying exigency or due to notification of impending call to active duty or deployment. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as “lifetime,” “unknown” or “indeterminate” may not be sufficient to determine FMLA or OMFLA coverage. Your response is required to obtain a benefit. While you are not required to provide this information, failure to do so may result in a denial of your request for qualifying leave. The district must give you at least 15 calendar days to return this form to the district.

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

Name of covered military member on active duty or call to active duty status in support of a contingency operation: \_\_\_\_\_

First Middle Last

Relationship of covered military member to you: \_\_\_\_\_

Period of covered military member’s active duty: \_\_\_\_\_

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member’s active duty or call to active duty status in support of a contingency operation. Please check one of the following:

- A copy of the covered military member's active duty orders is attached.
- Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.
- I have previously provided the district with sufficient written documentation confirming the covered military member's active duty or call to active duty status in support of a contingency operation.

**Part A: Qualifying reason for leave**

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

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2. Describe the reason you are requesting OMFLA (include specific reason below):

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3. A complete and sufficient certification to support a request for qualifying leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for information briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached.  Yes  No  None available

**Part B: Amount of leave needed**

1. Approximate date exigency/deployment commenced or will commence \_\_\_\_\_

Probably duration of exigency \_\_\_\_\_

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency/deployment?  Yes  No

If yes, estimate the beginning and ending dates for the period of absence \_\_\_\_\_

3. Will you need to be absent from work periodically to address this qualifying exigency/deployment?  Yes  No If yes, estimate the schedule of leave, including the dates of any scheduled meetings or appointments:

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4. Estimate the frequency and duration of each appointment, meeting or leave event, including any travel time (i.e. One deployment-related meeting every month lasting four hours) (FMLA only):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per event

**Part C: Third party certification**

If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member’s representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address and appropriate contact information of the individual or entity with whom you are meeting (i.e. either the telephone or fax number or email address of the individual or entity). This information may be used by the district to verify that the information contained on this form is accurate (FMLA only).

Name of individual \_\_\_\_\_ Title \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

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

Email \_\_\_\_\_

Describe nature of meeting \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part D: Employee Signature**

I certify that the information I provided above is true and correct. For OMFLA purposes notice must be given by the employee within five business days of receiving official notice.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(3)(D)  
Revised/Reviewed: 8/09/10; 9/06/13; 3/06/17  
Orig. Code(s): GCBDA/GDBDA-AR(3)(D)

## Military Family Leave

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

*Updates coming*

### Notice and instructions to the district:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave due to a serious injury or illness of a covered servicemember to submit a certification providing sufficient facts to support the request for leave. Employees may not be asked to provide more information than allowed under the FMLA regulations. The district will maintain records and documents relating to medical certification, recertifications or medical histories of employees or employees' family member, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

### Section 1

#### Part A: Employee information

Complete the employee and covered servicemember information below before giving this form to your family member or his/her medical provider.

\_\_\_\_\_  
District name and address

\_\_\_\_\_  
Name of employee requesting leave to care for covered servicemember:

\_\_\_\_\_  
First Middle Last

\_\_\_\_\_  
Name of covered servicemember for whom employee is requesting leave to care:

\_\_\_\_\_  
First Middle Last

Relationship of employee to covered servicemember requesting leave to care:

Spouse    Parent    Son    Daughter    Next of kin

**Part B: Covered servicemember information**

1. Is the covered servicemember a current member of the regular armed forces, the National Guard or Reserves, or a veteran?  Yes  No

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

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If a veteran, when was the date of discharge? \_\_\_\_\_

Is the covered servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as medical hold or warrior transition unit)?  Yes  No

If yes, provide the name of the medical facility or unit:

---

2. Is the covered servicemember on the Temporary Disability Retired List (TDRL)?  Yes  No

**Part C: Care to be provided to the covered servicemember**

Describe the care to be provided to the covered servicemember and an estimate of the leave needed to provide the care:

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**Section 2:**

**To be completed by a health care provider as defined by FMLA regulations.**

If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator). Please ensure that Section 1 above has been completed before completing this section. Please be sure to sign the form on the last page.

**Part A: Health care provider information**

Health care provider’s name and business address:

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Type of practice/Medical speciality: \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

**Part B: Medical status**

1. Covered servicemember's medical condition is classified as (check one of the appropriate boxes):
- (VSI) Very Seriously Ill/Injured – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at the bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD health care providers.)
  - (SI) Seriously Ill/Injured – Illness/Injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)
  - Other Ill/Injured – A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank or rating.
  - None of the above. (Note to employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition." If such leave is requested, you may be required to complete the form *Certification of Health Care Provider for Family Member's Serious Health Condition*.)

2. Was the condition for which the covered servicemember is being treated incurred in the line of duty on active duty in the armed force?  Yes  No

If no, did the condition exist before the beginning of active duty and aggravated by service in the line of duty while on active duty?  Yes  No

3. Appropriate date condition commenced: \_\_\_\_\_

4. Probable duration of condition and/or need for care: \_\_\_\_\_

5. Is the covered servicemember undergoing medical treatment, recuperation or therapy?  Yes  No  
If yes, please describe medical treatment, recuperation or therapy:

\_\_\_\_\_  
\_\_\_\_\_

**Part C: Covered servicemember's need for care by family member**

1. Will the covered servicemember need care for a single continuous period of time, including any time for treatment and recovery?  Yes  No

If yes, estimate the beginning and ending dates for this period of time: \_\_\_\_\_

2. Will the covered servicemember require periodic follow-up treatment appointments?  Yes  No

If yes, estimate the treatment schedule: \_\_\_\_\_

3. Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointments?  
 Yes  No

4. Is there a medical necessity for the covered servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g. episodic flare-ups of medical conditions)?  Yes  No

If yes, estimate the frequency and duration of the periodic care.

\_\_\_\_\_

\_\_\_\_\_  
Signature of health care provider

\_\_\_\_\_  
Date

# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(3)

Revised/Reviewed:

## Return-to-Work - Part 4

Medical leave for your own serious health condition ends on (date) \_\_\_\_\_.

Prior to returning to work you must provide a medical release verifying whether you are able to return to work, if you have any job-related restrictions and the duration of any restrictions. Please take this form to your healthcare provider for completion. The district will use this verification to determine if you are able to return to work after your leave.

**Return the completed Return-to-Work – Part 4 to the district prior to the end of your medical leave or by (date) \_\_\_\_\_.**

### Employee Information

Employee name: \_\_\_\_\_

Position: \_\_\_\_\_

School/Department: \_\_\_\_\_ Date of release: \_\_\_\_\_

### Physician's Release

Employee may return to **full duty** with no restrictions effective: \_\_\_\_\_ (date)

Employee may return to work with the following restrictions effective: \_\_\_\_\_ (date)

Lifting limit: \_\_\_\_\_ lbs.

Standing/Walking: \_\_\_\_\_ hours/day

Sitting: \_\_\_\_\_ hours/day

Climbing/Kneeling/Squatting: \_\_\_\_\_ hours/day

Other restrictions: \_\_\_\_\_

\_\_\_\_\_

Temporary through: \_\_\_\_\_ (date)

Permanent restrictions.

Printed name of healthcare provider: \_\_\_\_\_

Physician signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

HR approval: \_\_\_\_\_ Date: \_\_\_\_\_

### Return to:

Klamath Falls City School District

Human Resources Department

Fax: 541-883-4725

Email: hr@kfalls.k12.or.us

# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(4)  
Revised/Reviewed: 8/09/10; 9/06/13; 11/19/13;  
3/06/17; 12/14/20  
Orig. Code(s): GCBDA/GDBDA-AR(4)

## FMLA/OFLA Eligibility Notice to Employee

*Updates coming*

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
(Employee's name)

FROM: \_\_\_\_\_  
(Name of appropriate employer representative)

SUBJECT: Request for FMLA and/or OFLA Leave

On \_\_\_\_\_ you notified us of your need to take family/medical leave due to:  
(Date)

1.  The birth of your child, or the placement of a child with you for adoption or foster care;
2.  A serious health condition that makes you unable to perform the essential functions of your job;
3.  A serious health condition of your  spouse<sup>1</sup>,  child (including the biological, grandchild, adopted or foster child or stepchild of an employee or a child with whom the employee is or was in a relationship of “in loco parentis”),  parent (biological parent of an employee or an individual who stood “in loco parentis” to an employee when the employee was a child),  grandparent (OFLA leave only),  parent-in-law or the parent of an employee’s registered domestic partner (OFLA leave only),  custodial parent,  noncustodial parent,  adoptive parent, foster parent for which you are needed to provide care;
4.  Sick child leave due to closure of a child’s school or childcare provider
5.  An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only).
6.  A qualifying exigency arising from a spouse, son, daughter, or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty;
7.  Your spouse has been notified of an impending call to active duty, has been ordered to active duty, has been deployed or on leave from deployment;
8.  A serious illness or injury, incurred in the line of duty, of a covered service member who is your spouse, son, daughter, parent or next of kin;
9.  For the death of a family member (OFLA only).

<sup>1</sup> “Spouse” means individuals in a marriage including “common law” marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

You notified us that you need this leave beginning on \_\_\_\_\_ (date) and that you expect leave to continue until on or about \_\_\_\_\_ (date). The FMLA requires that you notify the district as soon as possible if dates of scheduled leave changes or are extended, or were initially unknown.

Except as explained below, you have a right under the FMLA and/or OFLA for up to 12 workweeks of unpaid leave in a 12-month period for the reasons listed above.<sup>2</sup> The district will use a "rolling" 12-month period measured backward from the date the employee uses any family and medical leave. FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled to up to 26 weeks of leave in a single 12-month period.

Also, your health benefits under FMLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work, including you continuing to pay the same portion of the premiums you currently pay. You **will** be reinstated to the same position, or in some cases, under state or federal law, to an equivalent position.

If you do not return to work following FMLA and/or OFLA leave for a reason other than: (1) the continuation, recurrence or onset of a serious health condition which would entitle you to FMLA and/or OFLA; or (2) other circumstances beyond your control, you may be required to reimburse the district for health insurance premiums paid on your behalf during your FMLA/OFLA leave.

This is to inform you that (*check appropriate boxes, explain where indicated*):

1. You are  eligible  not eligible for leave under the G FMLA, G OFLA or G both.
2. The requested leave may be counted against your annual  FMLA leave entitlement,  OFLA  both.
3. You  will  will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by \_\_\_\_\_ (date) (must be at least 15 days after you are notified of this requirement).
4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We  will  will not require that you substitute accrued paid leave for unpaid FMLA and/or OFLA leave. If paid leave will be used the following conditions will apply: (*Explain*)
  - 5a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA/OFLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: on or before the 1st day of each month.
  - 5b. If the district pays any part of your share of disability, life or other insurance benefits while on OFLA or FMLA leave the district may deduct up to 10 percent of your gross pay each pay period after your return to work until the amount is repaid (OFLA leave only).
  - 5c. You have a minimum  30-day  Other: \_\_\_\_\_ (*indicate longer period, if applicable*) grace period in which to make premium payments. If payment is not timely made, your group health insurance may be cancelled. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during FMLA/OFLA leave as provided by Board policy and/or collective bargaining agreement, and recover these payments from you

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

upon your return to work. We  will  will not pay your share of health insurance premiums while you are on FMLA and/or OFLA leave.

- 5d. We  will  will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA and/or OFLA leave. If we do pay your premiums for other benefits, when you return from leave you  will  will not be expected to reimburse us for the payments made on your behalf.
- 5e. Except as noted above, in the event you do not return to work for the district after your FMLA and/or, OFLA leave and the district has paid your share of benefit premiums, you  will  will not be responsible for reimbursing the district the amount paid on your behalf, with the exceptions noted in Section 104 (c)(2)(B) of the FMLA.
6.  You will be required to present a fitness-for-duty certificate prior to being restored to employment following leave for your own serious health condition. If such certification is required but not received, your return to work may be delayed until the certification is provided. A list of essential functions for your position is attached. The fitness-for-duty certification must address your ability to perform these functions.
- You will not be required to present a fitness-for-duty certificate prior to being restored to employment following leave for your own serious health condition. If such certification is required but not received, your return to work may be delayed until the certification is provided.
- 7a. You  are  are not a “key employee” as described in Section 825.218 of the FMLA regulations. If you are a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. (FMLA leave only.)
- 7b. We  have  have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (FMLA leave only.) (*Explain (a) and/or (b) below.*)
8. While on FMLA and/or OFLA leave, you  will  will not be required to furnish us with periodic reports every (*indicate interval of periodic reports, as appropriate for the particular leave situation*) of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you  will  will not be required to notify us at least two workdays prior to the date you intend to report for work.
9. You  will  will not be required to furnish recertification relating to a serious health condition. (FMLA leave only.) (*Explain below, if necessary, including the interval between certifications as prescribed in Section 825.308 of the FMLA regulations.*)
10. You are notified that all leave taken for the purposes of the death of a family member, counts toward the total period of authorized family leave.

# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(5)  
Revised/Reviewed: 8/09/10; 3/06/17  
Orig. Code(s): GCBDA/GDBDA-AR(5)

## Sample Designation Letter to Employee - FMLA/OFLA Leave

*Updates coming*

*The following is a sample cover letter to an employee notifying the employee that the employer is treating a request for leave as a request for FMLA and/or OFLA leave (either paid or unpaid) that will reduce the employee's FMLA and/or OFLA leave entitlement. This letter, along with the Designation Notice form GCBDA/GDBDA-AR(6), FMLA/OFLA or GCBDA/GDBDA-AR(4), OFLA only eligible, should be mailed to the employee within five working days after receiving enough information to determine whether the leave qualifies under FMLA or OFLA.*

Dear Employee:

On \_\_\_\_ (date) \_\_\_\_ you advised the district that you were requesting a leave under the Family and Medical Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA). Under our policy, leaves of absence that qualify for family and medical leave under federal law (FMLA) run concurrently with other types of leave such as sick leave, vacation leave, short-term disability leave, OFLA and leave for a workers' compensation injury or illness. Leaves of absence that qualify for family and medical leave under state law (OFLA) can run concurrently with other types of leave such as sick leave, vacation leave, short-term disability leave but cannot run concurrently with leave for workers' compensatory injury or illness.

We understand the purpose of your requested leave qualifies as family medical leave under state and/or federal law. Accordingly, this letter is to notify you that the leave will be counted against your annual family and medical leave entitlement. Also attached is a form entitled Designation Notice which contains other information for you regarding federal and state family medical leave rights.

Sincerely,

Superintendent

Enclosure (FMLA and/or OFLA Designation Notice form)

# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(6)  
Revised/Reviewed: 8/09/10; 3/06/17  
Orig. Code(s): GCBDA/GDBDA-AR(6)

## Designation Notice – FMLA/OFLA

*Updates coming*

Leave covered under the Family and Medical Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA) must be designated as FMLA and/or OFLA-protected and the district must inform the employee of the amount of leave that will be counted against the employee's FMLA and/or OFLA leave entitlement.

In order to determine whether leave is covered under the FMLA and/or OFLA, the district may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient.

Employee \_\_\_\_\_

Date \_\_\_\_\_

We have reviewed your request for leave under the FMLA and/or OFLA and any supporting documentation that you have provided. We received your most recent information on: \_\_\_\_\_

and decided: \_\_\_\_\_

- Your request is approved for FMLA. All leave taken for this reason will be designated as FMLA leave.
- Your request is approved for FMLA and OFLA. This designation of leave will run concurrently.
- Your request is approved for OFLA. All leave taken for this reason will be designated as OFLA leave.

The FMLA and/or OFLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your entitlement:

- Provided there is no deviation from your anticipated leave schedule, the following number of hours, days or weeks will be counted against your leave entitlement:  
\_\_\_\_\_
- Because the leave you will need will be rescheduled, it is not possible to provide the hours, days or weeks that will be counted against your FMLA and/or OFLA entitlement at this time. You have the right request this information once in a 30-day period (if leave was taken in the 30 day period).

Please be advised (check if applicable):

- You have requested to use paid leave during your FMLA and/or OFLA leave. Any paid leave taken for this reason will count against your FMLA and/or OFLA leave entitlement.
- We are requiring you to substitute or use paid leave during your FMLA and/or OFLA leave.
- You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position  is  is not attached. If attached, the fitness-for-duty certifications must address your ability to perform these functions.

- 
- Additional information is needed to determine if your FMLA and/or OFLA leave request can be approved.
  - The certification you have provided is not complete and sufficient to determine whether the FMLA and/or OFLA applies to your leave procedures. You must provide the following information no later than \_\_\_\_\_ (at least seven calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied. The information needed to make the certification complete and sufficient is:
- 

- We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

\*\*\*\*\*

- Your FMLA leave request is NOT APPROVED.
- The FMLA does not apply to your leave request.
- You have exhausted your FMLA leave entitlement in the applicable 12-month period. (Note: Federal Military Family Leave is on a separate 12 month period.)
- Your OFLA leave request is NOT APPROVED.
- The OFLA does not apply to your leave request.
- You have exhausted your OFLA leave entitlement in the applicable 12-month period.

# Klamath Falls City Schools

Code: GCBDA/GDBDA-AR(7)  
Revised/Reviewed: 12/13/10; 3/06/17  
Orig. Code(s): GCBDA/GDBDA-AR(7)

## Fitness-for-Duty Certification

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

From: \_\_\_\_\_

Subject: Fitness-for-Duty Certification

Family and Medical Leave for your own serious health condition ends on (date) \_\_\_\_\_.  
Prior to returning to work you must provide a Fitness-for-Duty Certification verifying whether you are able to return to work, if you have any job-related restrictions and the duration of any restrictions. Please take this Fitness-for-Duty Certification to your healthcare provider for completion. The district will use this Fitness-for-Duty Certification to determine if you are able to return to work after your leave.

**Return the completed Fitness-for-Duty Certification to the district prior to the end of your Family and Medical Leave or by (date) \_\_\_\_\_.**

## Fitness-for-Duty Certification

### Health Care Provider Completes this Section

**Instructions:** Please complete all sections in order for the district to determine if the employee is able to return to duty. The employee's position description or a list of essential duties (district specifies which) is attached to this form.

1. The employee is able to return to work full-time without restrictions:  Yes  No
    - a. If yes, list the effective date \_\_\_\_\_.
    - b. If no, complete the following:
      - (1) The employee will be able to return to work with no limitation on (date) \_\_\_\_\_.
      - (2) I certify that from (date) \_\_\_\_\_ to (date) \_\_\_\_\_ the above named employee will be:
        - (a)  Unable to perform the physical requirements of their work; or
        - (b)  Is medically incapacitated:  Totally  Partially\*\*
- \*\*If partially medically incapacitated, complete the following:
- (c) Number of hours per day employee is able to work \_\_\_\_\_.
  - (d) Number of days per week employee is able to work \_\_\_\_\_.

(3) List any restrictions on the employee's work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D

\_\_\_\_\_  
Printed name of health care provider

\_\_\_\_\_  
Type of practice

\_\_\_\_\_  
Signature - health care provider

\_\_\_\_\_  
Date

**Health care provider: Please return the completed form to the employee/patient.**

Attached: Position description/description of essential duties (district specifies which).

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# Klamath Falls City Schools

Code: GCBDB/GDBDB  
Adopted: 3/06/17  
Readopted: 12/11/23  
Orig. Code(s): GCBDB/GDBDB

## Early Return to Work

Efforts will be made, on a case-by-case basis, to reinstate ill or injured employees to work. The reinstatement will be within the requirements of the injury, the limitations of the law and the limitations of the district.

In the event an employee is not able to perform essential job functions completely after an illness or injury, the district will determine whether reasonable accommodations are appropriate that would provide a temporary light-duty assignment, restructuring of a position to include modified workdays, shift or part-time work, hours of work or modifications in facilities, equipment, special aids and services. Reasonable accommodations must not result in an undue hardship on the district.

If an employee cannot be reasonably accommodated in their current position, the district will review alternative assignments. The employee, if qualified, will be offered an available vacant position with or without reasonable accommodations. If recovery is ongoing, sick leave is exhausted and no other assignment is possible, the district may provide temporary unpaid leave as an accommodation in accordance with state and federal law.

The district will maintain current job descriptions for each position. Physical requirements for appropriate job categories will be established.

The district will develop procedures as necessary to implement this policy.

END OF POLICY

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### Legal Reference(s):

[ORS 659A.043](#)

[ORS 659A.046](#)

[OAR 436-110-0003 - 0900](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).  
Americans with Disabilities Act Amendments Act of 2008.

Reviewed 1/12/26

# Klamath Falls City Schools

Code: GCBDC/GDBDC  
Adopted: 6/10/19  
Orig. Code(s): GCBDC/GDBDC

## Domestic Violence, Harassment, Sexual Assault, or Stalking Leave

*(Since employees use Paid Leave Oregon to manage Paid Family and Medical Leave Insurance (PFMLI); this policy is not needed. Policy GCBDF/GDBDF on PFMLI includes reference to Safe Leave and Paid Leave Oregon offers a Safe Leave Certification form for employees to use.)*

### Definitions

1. “Covered employer” means an employer who employs six or more individuals in the state of Oregon for each working day through each of 20 or more calendar workweeks in the year in which the eligible employee takes leave to address domestic violence, harassment, sexual assault or stalking, or in the year immediately preceding the year in which an eligible employee takes leave for domestic violence, harassment, sexual assault or stalking.
2. “Eligible employee” means an employee who is a victim of domestic violence, harassment, sexual assault or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking.
3. “Protective order” means an order authorized by Oregon Revised Statute (ORS) 30.866, 107.095(1)(c), 107.700 - 107.735, 124.005 - 124.040 or 163.730 - 163.750 or any other order that restrains an individual from contact with an eligible employee or the employee’s minor child or dependent.
4. “Victim of domestic violence” means an individual who has been a victim of abuse as defined by ORS 107.705; or any other individual designated as a victim of domestic violence by rule adopted under ORS 659A.805.
5. “Victim of harassment” means an individual against whom harassment has been committed as described in ORS 166.065 and any other individual designated as a victim of harassment by rule adopted under ORS 659A.805.
6. “Victim of sexual assault” means an individual against whom a sexual offense has been committed as described in ORS 163.467 or 163.525; or any other individual designated as a victim of sexual assault by rule adopted under ORS 659A.805.
7. “Victim of stalking” means an individual against whom stalking has been committed as described in ORS 163.732; or an individual designated as a victim of stalking by rule adopted under ORS 695A.805; or an individual who has obtained a court’s stalking protective order or a temporary court’s stalking protective order under ORS 30.866.
8. “Victim services provider” means a prosecutor-based victim assistance program or a nonprofit program offering safety planning, counseling, support or advocacy related to domestic violence, harassment, sexual assault or stalking.

A district (covered employer) shall allow an (eligible) employee to take reasonable leave for any of the following reasons:

1. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking;
2. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent;
3. To obtain or assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, or stalking;
4. To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent;
5. To relocate or take steps to secure an existing home to ensure health and safety of the eligible employee or the employee's minor child or dependent.

The district may limit the amount of leave, if the employee's leave creates an undue hardship on the district.

The district shall not deny leave to an employee or discharge, threaten to discharge, demote, suspend or in any manner discriminate or retaliate against an employee with regards to promotion, compensation or other terms, conditions or privileges of employment as a result of taking such leave.

The employee shall give the district reasonable advanced notice of the employee's intent to take leave unless giving advance notice is not feasible.

The district may require the employee to provide certification that:

1. The employee or minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking; and
2. The leave is taken for one of the identified purposes in this policy.

Sufficient certification includes:

1. A copy of a report from law enforcement indicating the employee or child or dependent was a victim of domestic violence, harassment, sexual assault, or stalking.
2. A copy of a protective order or other evidence from a court, administrative agency, or attorney that the employee appeared in or was preparing for a civil, criminal or administrative proceeding related to domestic violence, harassment, sexual assault, or stalking.
3. Documentation from an attorney, law enforcement officer, health care professional, licensed mental professional or counselor, member of the clergy or a victim services provider that the employee,

employee's child or dependent was undergoing counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault, or stalking.

All records and information kept by the district regarding the employee's leave, including the request or obtaining of leave is confidential and may not be released without the express permission of the employee unless otherwise required by law. This information will be kept in a file separate from the employee's personnel file.

The employee may use accrued paid leave, including personal, sick, or accrued vacation leave. The employee may choose the order in which paid accrued leave is to be used when more than one type of paid leave is available, consistent with Board policies and/or any collective bargaining agreement.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.355\(38\)](#)

[ORS 659A.270 - 659A.290](#)

[OAR 839-009-0325 - 0365](#)

Corrected 2/09/26

# Klamath Falls City Schools

Code: GCBDD/GDBDD  
Adopted: 3/06/17  
Orig. Code(s): GCBDD/GDBDD

## Oregon Sick Time (ORS 653)

“Employee” means an individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221 renders personal services at a fixed rate to the district if the district either pays or agrees to pay for personal services or permits the individual to perform personal services. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district and are eligible to use sick time beginning on the first day of employment with the district and may use sick time as it is accrued.

A district employing 10 or more employees and therefore shall allow an eligible employee to access up to 40 hours of paid sick time per year under Oregon Sick Time.

For substitutes, coaches receiving a stipend and student employees, paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.

A substitute, a coach receiving a stipend or a student employee may carry unused sick time from one year to a subsequent year. A substitute, coach or student employee is limited to accruing no more than 80 hours of sick time and using no more than 40 hours of sick time in a year.

For bargaining groups, paid sick time of 40 hours shall be front-loaded to an employee at the beginning of each year.

An employee in a bargaining group may carry up to 40 hours of unused sick time from one year to the subsequent year. An employee is limited to accruing no more than 80 hours of sick time and using no more than 40 hours of sick time in a year.

Sick time shall be taken in hourly minimum increments not to exceed four hours and may be used for the employee’s or a family member’s<sup>1</sup> mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with qualifying the Family Medical Leave Act (FMLA), Paid Family and Medical Leave Insurance (PFMLI) or Oregon Family Leave (OFLA). Sick time may also be used in the event of a public health emergency or for leave to address domestic violence, harassment, sexual assault, bias, or stalking under ORS 659A.272.

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

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<sup>1</sup> “Family member” is defined in OAR 839-007-0000 by the Oregon Family Leave Act (OFLA).

The district reserves the right, after an employee uses sick time for five consecutive scheduled workdays~~days of absence~~, to require verification~~proof of personal illness~~ or certification in accordance with law of the need for the sick time~~injury from an employee~~, including a medical verification or certification<sup>2</sup>~~examination by a physician chosen and paid for by the district~~. If an~~An~~ employee fails~~refusing~~ to provide verification or certification or fails~~submit to such an examination~~ or to provide other evidence as required by the district, the employee shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA, PFMLI or ~~FOFLA~~ leave, ~~the sick time leave~~ and qualifying~~the FMLA, PFMLI or FOFLA~~ leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, ~~the sick time leave~~ and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district ~~requires an~~ ~~may require the~~ employee to provide advance notice of ~~their~~ intention to use sick time ~~within~~ 10 days prior to when~~of~~ the requested sick time is to begin, or as soon as otherwise practicable. When ~~an~~ the employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, inservice training, mandatory meetings). The district may discipline an employee if the employee fails to make a reasonable effort to schedule leave in a manner that does not unduly disrupt the operations of the district.

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district consistent with the reporting time established by the district or at least 24 hours in advance, or when circumstances prevent the employee from providing notice as required, ~~or~~ as soon as practicable.

The district shall establish a standard process to track the eligibility for sick time of a substitute.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.507](#)  
[ORS 342.545](#)

[ORS 342.610](#)  
[ORS 653.601 - 653.661](#)

[ORS 659A.150 - 659A.186](#)  
[OAR 839-007-0020 - 0065](#)

Americans with Disabilities Act/Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2023); 28 C.F.R. Part 35 (2023).  
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654 (2018); Family and Medical Leave Act, 29 C.F.R. Part 825 (2023).

Corrected 1/12/26; Corrected 3/17/26; Corrected 4/09/26

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<sup>2</sup> In the case of need for leave under ORS 659A.272, the district may not require the verification or certification to explain the nature of the illness or details related to the domestic violence, sexual assault, harassment, bias, or stalking, which necessitates the use of sick time.

# Klamath Falls City Schools

Code: GCBDE/GDBDE  
Adopted: 3/10/03  
Readopted: 10/09/06; 3/06/17  
Orig. Code(s): GCBDE/GDBDE

## Military Leave of Absence

The district will grant military leave of absence to employees on duty<sup>1</sup> with a uniformed service<sup>2</sup> in accordance with applicable state and federal law. Employees requesting military leave are required to provide written notice as soon as practicable following notification of military call up or reservist duty, unless precluded by military necessity.

Such an employee may apply for military leave exceeding 15 of absence for up to 21 work days is unpaid leave in any one training year<sup>3</sup> and in accordance with ORS 408.290. Employees may use any accrued vacation or similar leave during the period of service exceeding 15-21 days.

While on military leave, the employee will receive the same benefits as other employees on leave, as well as the following:

1. The employee may continue enrollment in the district's health insurance plan. During the first 18 months of leave, the employee may be required to pay any employee contribution required of other employees on a leave of absence. If the leave extends beyond 18 months, the employee will be required to pay not more than 102 percent of the full premium;
2. Upon return from military service, the district will give retroactive employer contributions to the Public Employees Retirement System on the same basis as if the employee had not left, provided the employee was an enrolled member at the time of the leave. The employee may repay any required employee contributions over a period of three times the military service leave period or five years, whichever is less.

An employee on duty with a uniformed service is entitled to reemployment for a maximum of five years, unless retained on active duty because of war or national emergency. An individual returning from military leave shall notify the district of his/her intent to return to the district as follows:

1. If the period of service was less than 31 days, the employee must report to work not later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service; and the expiration of eight hours after a period allowing for the safe transportation of the person from the place of service to the person's residence; or as soon as

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<sup>1</sup> "Duty" means the performance of duty on a voluntary or involuntary basis in a uniformed service and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time U.S. National Guard duty and absence to determine fitness for duty.

<sup>2</sup> "Uniformed service" means the U.S. Armed Forces, the U.S. National Guard (Army and Air), the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or national emergency.

<sup>3</sup> "Training year" means the federal fiscal year for any particular unit of the National Guard or a reserve component.

possible after the expiration of the eight-hour period, if reporting within the period is impossible or unreasonable through no fault of the employee;

2. If the period of service was more than 30 days, but less than 181 days, by submitting an application for reemployment with the district not later than 14 days after the completion of the period of service or if submitting such application is impossible or unreasonable through no fault of the employee, the next first full calendar year when submission of the application becomes possible;
3. If the period of service was more than 180 days, by submitting an application for reemployment with the district not later than 90 days after the completion of service.
4. ~~(This says the same thing as #1 on page 1) The employee may continue enrollment in the district's health insurance plan. During the first 18 months of leave, the employee may be required to pay any employee contribution required of other employees on a leave of absence. If the leave extends beyond 18 months, the employee will be required to pay not more than 102 percent of the full premium;~~
5. ~~(This says the same thing as #2 on page 1) Upon return from military service, the district will give retroactive employer contributions to the Public Employees Retirement System on the same basis as if the employee had not left, provided the employee was an enrolled member at the time of the leave. The employee may repay any required employee contributions over a period of three times the military service leave period or five years, whichever is less.~~

An individual reemployed under this policy is entitled to the seniority and other currently existing rights and benefits the individual had when service started, plus the additional seniority and similar rights and benefits that would have been accrued if employment had been continuous.

This policy does not apply if the employee has been separated from service with a dishonorable discharge, or a bad conduct discharge or under other than honorable conditions.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.505](#)

[ORS 408.290](#)

Consolidated Omnibus Budget Reconciliation Act of 1985, 42 U.S.C. §§ 300bb-1-300bb-8 (2012).

I.R.C., U.S.C. 26 § 4980B(f)(4) (2012).

Employment and Reemployment Rights of Members of the Uniformed Services, 38 U.S.C. §§ 4301-4334 (2012).

Corrected 1/12/26

# Klamath Falls City Schools

Code: GCBDF/GDBDF  
Adopted: 7/10/23  
Orig. Code(s): GCBDF/GDBDF

## Paid Family and Medical Leave Insurance

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

### Definitions

1. “Family leave” means leave from work taken by a covered individual:
  - a. To care for and bond with a child during the first year after the child’s birth or during the first year after the placement of the child through foster care or adoption; or
  - b. <sup>3</sup>To effectuate the legal process required for placement of a foster child or the adoption of a child; or
  - c. To care for a family member with a serious health condition.
2. “Family leave” does not mean:
  - a. ~~Leave described in Oregon Revised Statute (ORS) 659A.159 (1)(d) (non-serious health condition of child or school or child care provider closure due to public health emergency);~~
  - ~~b.~~a. Leave described in Oregon Revised Statute (ORS) 659A.159(1)(a) (i.e., care for a child who is suffering from an illness, injury or condition that requires home care or who requires home care due to closure of the child’s school or child care provider as a result of a public health emergency) except for leave to care for a child who requires home care due to an illness, injury or condition that is a serious health condition;
  - ~~e.~~b. Leave described in ORS 659A.159 (1)(be) (death of a family member); or
  - ~~d.~~c. Leave authorized under ORS 659A.093 (leave for spouses of members of the military upon deployment or call to active duty).
3. “Family member” means:
  - a. The spouse of a covered individual;
  - b. A child ~~of a covered individual~~ or the child’s spouse or domestic partner;
  - c. A parent ~~of a covered individual~~ or the parent’s spouse or domestic partner;

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

<sup>2</sup> The overall contribution will be determined by the Department director, and is initially set at 1 percent (up to \$132,900.) The employer contribution is 40 percent and the employee contribution is 60 percent of this amount. The amount will be set annually by November 15. See ORS 657B.150.

<sup>3</sup> This provision becomes effective on January 1, 2025.

- d. A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
  - e. A grandparent of a covered individual or the grandparent's spouse or domestic partner;
  - f. A grandchild of a covered individual or the grandchild's spouse or domestic partner;
  - g. The domestic partner of a covered individual; or
  - h. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.
4. "Medical leave" means leave from work taken by a covered individual that is made necessary by the individual's own serious health condition.
5. "Safe leave" means **leave** related to domestic violence, harassment, sexual assault, **bias, or** stalking and relocation for health and safety reasons as provided in ORS 659A.272.
- ~~6. "Serious health condition" means an illness, injury, impairment, or physical or mental condition of a claimant or their family member that:~~
- ~~a. Requires inpatient care in a medical care facility such as, but not limited to, a hospital, hospice, or residential facility such as, but not limited to, a nursing home or inpatient substance abuse treatment center;~~
  - ~~b. In the medical judgment of the treating health care provider poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;~~
  - ~~c. Requires constant or continuing care, including home care administered by a health care professional;~~
  - ~~d. Involves a period of incapacity. "Incapacity" is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days. A period of incapacity includes any subsequent required treatment or recovery period relating to the same condition. The incapacity must involve one of the following:~~
    - ~~(1) Two or more treatments by a health care provider; or~~
    - ~~(2) One treatment plus a regimen of continuing care.~~
  - ~~e. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as, but not limited to, asthma, diabetes, or epilepsy;~~
  - ~~f. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as, but not limited to, Alzheimer's Disease, a severe stroke, or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;~~
  - ~~g. Involves multiple treatments for restorative surgery or for a condition such as, but not limited to, chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three calendar days;~~
  - ~~h. Involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care; or~~
  - ~~i. Involves any period of absence from work for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.~~

**7.6. "Serious health condition" means:**

- a. An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility;
- b. An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
- c. Any period of disability due to pregnancy, or period of absence for prenatal care; or
- d. Any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

## Eligibility

1. To be eligible for Paid Leave Oregon PLO benefits, an individual must:
  - a. Be an employee of the district<sup>4</sup>;
  - b. Earn at least \$1,000 in the base or alternate base year<sup>5</sup>;
  - c. Contribute to Paid Leave Oregon the PLO in accordance with state law;
  - d. Experience an event qualifying the employee for:
    - (1) Family leave;
    - (2) Medical leave; or
    - (3) Safe leave.
  - e. Submit an application to Department;
  - f. Have not exceeded maximum paid leave infor the active benefit year; and
  - g. Have no current disqualifications<sup>6</sup>.

## Leave

Paid Leave Oregon PLO can be used for family leave, medical leave or safe leave. Up to 12 weeks of paid leave can be taken per benefit year.<sup>7</sup> Leave can be taken in one-day increments and can be consecutive or nonconsecutive.

Any family leave or medical leave taken under Paid Leave Oregon PLO must be taken concurrently with any leave taken by an eligible employee under ORS 659A.150 – 659A.186 (OFLA) or under the federal Family and Medical Leave Act of 1993 (P.L. 103-3, FMLA) for the same purposes. Leave taken under Paid Leave Oregon is in addition to, and may not be taken concurrently with, any leave taken pursuant to ORS 659A.150 - 659A.186 (Oregon Family Leave Act (OFLA)).

<sup>4</sup> PFMLI is a state-wide benefit, and not unique to the district. An eligible individual does not need to be an employee of the district in order to be eligible for PFMLI, but this policy only applies to employees of the district.

<sup>5</sup> Pay could come from another Oregon employer.

<sup>6</sup> Disqualifications may include eligibility for Workers' Compensation or Unemployment or determination of a willful false statement or failure to report a material fact in order to obtain benefits. See OAR 471-070-1010(1)(h).

<sup>7</sup> In some pregnancy-related situations (e.g., pregnancy, childbirth, or a related medical condition), employees may be able to take two additional weeks, for a total for 14 weeks per benefit year.

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

END OF POLICY

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**Legal Reference(s):**

[ORS 657B](#)

[ORS 659A.162](#)

[OAR 471-070](#)

[Senate Bill 1515](#) (2024).

Corrected 1/12/26

# Klamath Falls City Schools

Code: GCBDF/GDBDF-AR  
Revised/Reviewed: 7/10/23  
Orig. Code(s): GCBDF/GDBDF-AR

## Paid Family and Medical Leave Insurance (PFMLI)

### Application

Employees may submit applications for Paid Leave Oregon<sup>1</sup> (PLO) to the Oregon Employment Department (“Department”).<sup>2</sup> Applications may be submitted up to 30 days prior to the start of the leave and up to 30 days after the start of the leave.<sup>3</sup> The Department may require verification from the employee.<sup>4</sup> The Department will make all decisions regarding acceptance and denial of an application, including determining the amount of the benefit.<sup>5</sup> The district cannot accept, file, process or make decisions on applications.

An employee may appeal an approval or denial of claim, the amount of a weekly benefit or a disqualification from receipt of benefits to the Department in accordance with Oregon Revised Statute (ORS) 657B.410040 and Oregon Administrative Rule (OAR) 471-070-80052220.

### Employee Notice to District

If the leave is foreseeable<sup>6</sup>, the employee must provide the district with written notice<sup>7</sup> at least 30 calendar days prior to the leave. If the leave is not foreseeable<sup>8</sup> the employee must give oral notice to the district

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<sup>1</sup> “Paid Leave Oregon” means the Paid Family and Medical Leave Insurance program described in ORS 657B.

<sup>2</sup> For application requirements see ~~ORS 657B.060~~ and Oregon Administrative Regulation (OAR) 471-070-1100. Applications can be submitted at to the Employment Department through the Paid Leave Oregon program.

<sup>3</sup> Exceptions may be granted when the applicant can demonstrate good cause for late submission.

<sup>4</sup> See verification requirements in OAR 471-070-1110 - OAR 471-070-1130.

<sup>5</sup> The benefit may be less than the employee’s salary. See ORS 657B.050.

<sup>6</sup> Examples of foreseeable leave include, but are not limited to, an expected birth, planned placement of a child, or a scheduled medical treatment for a serious health condition of the eligible employee or a family member of the eligible employee. See OAR 471-070-1310.(+).

<sup>7</sup> Written notice includes, but it not limited to, handwritten or typed notices, and electronic communication such as text messages and email.

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

within 24 hours of the start of the leave, and must provide written notice within 3 days after the start of leave.<sup>9</sup> The district requests as much advanced notice as possible.

The notice must include:

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

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

Failure to comply with these notice requirements may result in a penalty imposed by the Department. The Department may reduce the amount of the benefit by 25 percent in accordance with OAR 471-070-1310(9)-(10).

### **Concurrent Use of District-Provided Paid Leave**

The employee will be allowed to use available district-provided paid leave (e.g., sick, vacation or otherwise) for days that Paid Leave Oregon is received. The employee may use such leave to the extent that the total combined amount of accrued paid leave and Paid Leave Oregon benefits received by the employee may exceed an amount equal to the employee's full wage replacement during the period of leave.

~~The district allows employees to use employer provided paid leave in addition to receiving PLO benefits to replace an employee's wages up to 100 percent of the eligible employee's average weekly wage.~~  
Example:

An employee applies and is approved for PLO Paid Leave Oregon for a personal serious medical condition. The Department determines that the rate of pay will be 75 percent of the employee's regular salary. The employee will be allowed to use available district-provided paid leave (sick, vacation or otherwise), subject to any applicable collective bargaining agreement or other agreement for days Paid Leave Oregon benefits are that PLO is received, but is limited to only utilizing an amount that increases the employee paid leave to 100 percent of regular payment. In this example, the amount would be 25 percent. The employee may use such leave to the extent that the total combined amount of accrued paid leave and Paid Leave Oregon benefits received by the employee may exceed the employee's full wage replacement during the period of leave.

### **Return to Work**

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<sup>9</sup> An eligible employee who takes safe leave shall give the employer reasonable advance notice of the individual's intention to take safe leave, unless giving the advance notice is not feasible.<sup>8</sup> If other leave also applies, (OFLA, FMLA, etc.), notice requirements for those types of leave may also apply.

Upon completion of leave, the employee is entitled to return to the position held in the district prior to the leave, if that position still exists and if the employee had been employed in the district for 90 days prior to taking leave.<sup>10</sup> If the position no longer exists, the employee is entitled to be restored to any available equivalent position with equivalent employment equal to their previous position, with equal benefits, pay and other terms and conditions of employment.

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

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

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

Once the Department has issued a decision regarding an application submitted by an employee of the district, the Department will notify the district regarding the approval or denial and any applicable dates and periods of leave. ~~The district cannot appeal a Department decision.~~

### **District Notice to Employees**

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

1. The right of an eligible employee to claim and receive family and medical leave insurance benefits;
2. The procedure for filing a claim for benefits;
3. That an eligible employee must provide notice to the district before the employee commences leave, and a description of the penalties for failure to comply with the notice requirements;
4. The right of an eligible employee to job protection and benefits continuation;
5. The right of an eligible employee to appeal a decision or determination made by the Department director;
6. That discrimination and retaliatory personnel actions against an employee for inquiring about the PFMLI or Paid Leave Oregon program, giving notification of leave under the program PLO, taking leave under the program or claiming PFMLI or Paid Leave Oregon PLO benefits are prohibited;

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<sup>10</sup> If the employee's leave also qualifies for OFLA/FMLA protection, see also Board policy GCBDA/GDBDA - Family and Medical Leave and its accompanying administrative regulations.

7. The right of an employee to bring a civil action or to file a complaint for violation of ORS 657B.060 or 657B.070; and
8. That any health information related to family leave, medical leave or safe leave provided to the district by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.<sup>11</sup>

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

### **District Filings**

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

### **Employee Protections**

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

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

Corrected 1/12/26

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<sup>11</sup> Paid Leave Oregon has provided will provide a model notice, <https://paidleave.oregon.gov/DocumentsForms/Paid-Leave-ModelNotice-Poster-EN.pdf>. This policy can also be used as the notice.

# Klamath Falls City Schools

Code: GCDA/GDDA  
Adopted: 8/11/97; 9/11/95  
Readopted: 10/09/06; 1/11/10; 12/10/12;  
4/11/16; 3/06/17; 10/14/19  
Orig. Code(s): GCDA/GDDA

## Criminal Records Checks and Fingerprinting

(Version 1)

*(See new policy (Version 2) that replaces this policy and its AR)*

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require all newly hired full-time and part-time employees not requiring licensure under Oregon Revised Statute (ORS) 342.223 to submit to a criminal records check and fingerprinting as required by law. Other individuals, as determined by the district that will have direct, unsupervised contact with students shall submit to criminal records checks and fingerprinting as established by Board policy and as required by law.

“Direct, unsupervised contact with students” means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision.

Pursuant to state law, a criminal records check and fingerprint-based criminal records check shall be required of the following individuals:

1. All individuals employed as or by a contractor whether employed part-time or full-time and considered by the district to have direct, unsupervised contact with students;
2. Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a K through 12 school site during the regular school day;
3. Any individual who is an employee of a public charter school and not requiring licensure under ORS 342.223; and
4. Any individual considered for volunteer service with the district who is allowed to have direct, unsupervised contact with students.

The district will provide the written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or volunteer forms.

The procedure for processing fingerprint collections is further outlined in GCDA/GDDA- AR – Criminal Records Checks and Fingerprinting.

A subject individual shall be subject to the collection of fingerprint information only after the offer of employment or contract from the district and may be charged a fee by the district. A subject individual may request the fee be withheld from the amount otherwise due to the individual.

The district may begin the employment of an individual or terms of a district contractor on a probationary basis pending the return and disposition of the required criminal records checks upon approval by the superintendent or his designee.

When the district is notified of a subject individual who has been convicted of any crimes prohibiting employment or contract the individual will not be employed or contracted, or if employed will be terminated. When the district is notified of a subject individual who knowingly made a false statement as to the conviction of any crime, the individual will not be employed or contracted with by the district, or if employed by the district may be terminated. A subject individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law may be employed or contracted with by the district.

The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

The service of a volunteer allowed to have direct, unsupervised contact with students will not begin before the return and disposition of a criminal records check.

A volunteer who knowingly made a false statement or has a conviction of crime listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district.

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

### Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

END OF POLICY

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#### Legal Reference(s):

[ORS 181A.180](#)  
[ORS 181A.230](#)  
[ORS 326.603](#)  
[ORS 326.607](#)  
[ORS 332.107](#)

[ORS 336.631](#)  
[ORS 342.143](#)  
[ORS 342.223](#)  
[OAR 414-061-0010 – 061-0030](#)  
[OAR 581-021-0510 – 021-0512](#)

[OAR 581-022-2430](#)  
[OAR 584-050-0012](#)  
[OAR 584-050-0100](#)

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

Corrected 1/12/26

# Klamath Falls City Schools

P  
Code:  
Adopted:

GCDA/GDDA

## Criminal Records Checks and Fingerprinting

(Version 2)

{Required policy. Requirement/Authority for policy comes from OAR 581-021-0510 - 021-0512 and ORS 326.603 - 326.607.}

R  
In a continuing effort to ensure the safety and welfare of students and staff, the district shall require certain individuals to submit to a criminal records check and fingerprinting as required by law. This includes employees, contractors, volunteers and others.

### Requirements for Employees not Licensed, Certified or Registered by the Teachers Standards Practices Commission (TSPC)

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All newly hired employees<sup>1</sup> not identified under Oregon Revised Statutes (ORS) 342.223<sup>2</sup> are required to submit to a criminal records check and fingerprinting as required by law. A newly hired employee is not subject to fingerprinting if the district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district<sup>3</sup> or private school, and has not resided outside the state between the two periods of employment.

P  
An individual shall be subject to the collection of fingerprint information, only after the offer of employment from the district. Fees associated with criminal records checks and fingerprinting for individuals applying for employment with the district and not requiring licensure shall be paid by the district.

O  
The district may<sup>4</sup> begin the employment of an individual on a probationary basis pending the return and disposition of the required criminal records checks.

S  
When the criminal records check indicates an individual has been convicted of any crimes<sup>5</sup> prohibiting employment, the individual will not be employed, or if employed will be terminated. When the criminal records check indicates an individual has knowingly made a false statement as to the conviction of any crime, the individual will not be employed by the district, or if employed by the district may be terminated. An individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law will not be employed by the district.

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<sup>1</sup> Any individual hired within the last three months. This does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

<sup>2</sup> ORS 342.223 includes teachers, administrators, personnel specialist, school nurses, persons participating in supervised clinical practice experience, practicum or internship as a teacher, administrator or personnel specialist. See statute for details.

<sup>3</sup> As is defined in OAR 581-021-0510(9); includes school districts, the Oregon School for the Deaf, and educational program under the Youth Corrections Education Program, public charter schools and ESDs.

<sup>4</sup> Decisions regarding which employees may begin before the return of the required criminal records checks must be made in a nondiscriminatory manner.

<sup>5</sup> See OAR 581-021-0511(8).

Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

### **Requirements for TSPC Licensed, Certified or Registered Individuals**

1. Any individual who is applying for a license as a teacher, administrator or personnel specialist is subject to a criminal records check and fingerprinting, unless the individual has submitted to such a check through the Teacher Standards and Practices Commission (TSPC) within the previous three years, or has remained continuously licensed by or registered with TSPC for a different license or registration for which the individual has already submitted to a criminal records check and fingerprinting.
2. Any individual who is applying for an initial certificate under ORS 342.475 as a school nurse shall submit to a criminal records check and fingerprinting with TSPC.
3. Any individual who is applying for a registration as a public charter school teacher or administrator with TSPC shall submit to a criminal records check and fingerprinting with TSPC.
4. Any individual applying for reinstatement of an Oregon license or registration as a teacher, administrator or personnel specialist, or a certificate as a school nurse with the TSPC, whose license, registration or certificate has lapsed for at least three years, shall submit to a criminal records check and fingerprinting with TSPC.
5. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist, if the individual does not hold a current license issued by TSPC and has not submitted to a criminal records check by TSPC within the previous three years for student teaching, practicum or internship as a teacher, administrator or personnel specialist, shall be required to submit to a criminal records check and fingerprinting with TSPC.

### **Requirements for Contractors**

All individuals employed as or by a contractor and considered by the district to have direct, unsupervised contact with students<sup>6</sup> or unsupervised access to children are required to submit to a criminal records check and a fingerprint-based criminal records check.

The superintendent or designee will identify contractors who are subject to such requirements.

A contractor or an employee of a contractor required to submit to a criminal records check and fingerprinting in accordance with law and Board policy will be terminated from contract status, or withdrawal of offer of contract will be made by the district upon:

1. Refusal to consent to a criminal records check and fingerprinting; or

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<sup>6</sup> “Direct, unsupervised contact with students” means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. (OAR 581-021-0510)

2. Notification<sup>7</sup> from the Superintendent of Public Instruction that the individual has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.

A subject individual will be terminated from contract status upon notification from the Superintendent of Public Instruction that the individual has knowingly made a false statement as to the conviction of any crime.

### Requirements for Volunteers

The district shall require a fingerprint-based criminal records check for volunteers allowed direct, unsupervised contact with students, in the following positions:

1. Head coach;
2. Assistant coach;
3. Overnight chaperone;
4. Volunteers transporting students, other than their own, in a private vehicle off district property for a district-sponsored activity.

The service of a volunteer into a position identified by the district as requiring a fingerprint-based criminal records check will not begin before the return and disposition of a state and national criminal records check based on fingerprints.

Volunteers allowed by the district into a position designated by the district to have direct, unsupervised contact with students shall at least submit to an in-state criminal records check.

The service of a volunteer allowed to have direct, unsupervised contact with students will not begin before the return and disposition of a criminal records check.

A volunteer that is not likely to have direct, unsupervised contact with students, as determined by the district, will not be required to submit to an in-state criminal records check, but will submit to an alternate records check established by the district.

A volunteer who knowingly made a false statement on a district volunteer application form or has a conviction of a crime listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district.

Fees associated with the required **fingerprinting** for volunteers shall be paid by the district. Fees associated with required non-fingerprinting criminal records checks for volunteers shall be paid by the district.

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<sup>7</sup> Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and Board policy will be denied such ability to volunteer in the district.

## **Requirements for Others**

Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day is required to submit to a criminal records check and a fingerprint-based criminal records check.

Any individual who is an employee of a public charter school and not identified under ORS 342.223 is required to submit to a criminal records check and a fingerprint-based criminal records check.

## **Notification**

The district will provide written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or volunteer forms.

The district will provide the following notification to individuals subject to criminal records checks and fingerprinting:

1. Such criminal records checks and fingerprinting are required by law or Board policy;
2. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
3. A refusal to consent to a required criminal records check and fingerprinting shall result in immediate termination from employment, contract status or the ability to volunteer in the district;
4. A determination by the Oregon Department of Education (ODE) which affects an individual's eligibility to be employed, or contracted with, by the district may be appealed to the Superintendent of Public Instruction under ORS 183.413 – 183.470;
5. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts, or ODE forms (written or electronic) will result in immediate termination from employment or contract status;
6. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status;
7. A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district. The district will remove the volunteer from the position allowing direct, unsupervised contact with students.

## **Processing and Reporting Procedures**

Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and fingerprinting shall complete the appropriate forms authorizing such checks

and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.

Fingerprints may be collected by one of the following:

1. Employing district staff;
2. Contracted agent of employing district;
3. Local or state law enforcement agency; or
4. Statewide vendor identified by the Oregon Department of Administrative Services.

To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.

The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime or has a conviction of a crime prohibiting employment, contract or volunteering.

A copy of the fingerprinting results will be kept by the district. The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

END OF POLICY

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**Legal Reference(s):**

[ORS 181A.180](#)  
[ORS 181A.230](#)  
[ORS 326.603](#)  
[ORS 326.607](#)  
[ORS 332.107](#)

[ORS 336.631](#)  
[ORS 342.143](#)  
[ORS 342.223](#)  
[OAR 414-061-0010 – 061-0030](#)  
[OAR 581-021-0510 – 021-0512](#)

[OAR 581-022-2430](#)  
[OAR 584-050-0012](#)  
[OAR 584-050-0100](#)

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

Corrected 1/12/26; Corrected 3/17/26

# Klamath Falls City Schools

Code: GCDA/GDDA-AR  
Adopted: 1/10/94  
Readopted: 10/09/06; 1/11/10; 11/05/12;  
11/19/13; 3/06/17; 10/14/19;  
8/14/23  
Orig. Code(s): GCDA/GDDA-AR

## Criminal Records Checks/Fingerprinting

### Requirements

1. Any individual newly hired employee<sup>1</sup> whether full-time or part-time and not requiring licensure under Oregon Revised Statute (ORS) 342.223, such as a teacher, administrator, personnel specialist or school nurse shall submit to a criminal records check and fingerprinting.
2. Any individual applying for reinstatement of an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo criminal records check and fingerprinting with TSPC.
3. Any individual registering with TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to submit to a criminal records check and fingerprinting with TSPC.
4. Any individual hired as or by a contractor<sup>2</sup>, whether part-time or full-time, having direct, unsupervised contact with students as determined by the district shall be required to submit to a criminal records check and fingerprinting.

The superintendent will identify district contractors who are subject to such requirements.

5. Any community college faculty member providing instruction at the site of an early childhood education program, a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day shall be required to undergo a criminal records check and fingerprinting.
6. An individual who is an employee of a public charter school not requiring licensure under ORS 342.223 shall be required to undergo a criminal records check and fingerprinting.
7. A volunteer allowed by the district for volunteer service into a position that has direct, unsupervised contact with students shall undergo an in state criminal records check.

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<sup>1</sup> Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if

<sup>2</sup> A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

8. A volunteer allowed to have direct, unsupervised contact with students, into a volunteer position identified in Board policy<sup>3</sup> by the district requiring a fingerprint-based criminal records check, shall undergo a state and national criminal records check based on fingerprints.
9. A volunteer that is not likely to have direct, unsupervised contact with students will not be required to undergo an in-state criminal records check.

### Exceptions

A newly hired employee<sup>4</sup> is not subject to fingerprinting if:

1. The district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district or private school, and has not resided outside the state between the two periods of employment; or
2. The Oregon Department of Education (ODE) determines the person:
  - a. Submitted to a criminal records check for the person's immediately previous employer, the employer is a school district or private school and the person has not lived outside this state between the two periods of employment;
  - a. Submitted to a criminal records check conducted by TSPC within the previous three years; or
  - b. Remained continuously licensed or registered with the TSPC.

### Notification

1. The district will provide notification to individuals subject to criminal records checks and/or fingerprinting:
  - a. Such criminal records checks are required by law or Board policy;
  - b. Any action resulting from such checks completed by the ODE that impact employment, contract or volunteering may be appealed as a contested case to ODE;
  - c. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
  - d. A refusal to consent to criminal records checks and/or shall result in immediate termination from employment, contract status or the ability to volunteer;
  - e. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts or ODE forms (written or electronic) will be immediately terminated from employment or contract status;
  - f. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status;
  - g. A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district.

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<sup>3</sup> See policy GCDA/GDDA – Criminal Records Checks and Fingerprinting

<sup>4</sup> Any individual hired within the last three months.

2. The district will provide notice through such means as staff handbooks, employment applications, contract forms or volunteer forms.

## **Processing/Reporting Procedures**

1. Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and/or fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.
2. Fingerprints may be collected by one of the following:
  - a. Employing district staff;
  - b. Contracted agent of employing district; or
  - c. Local or state law enforcement agency.
3. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.
4. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results, ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to the conviction of a crime, has knowingly made a false statement as to conviction of any crime or has a conviction of a crime prohibiting employment, contract or volunteering.
5. A copy of the fingerprinting results will be kept by the district.

## **Fees**

1. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district including persons hired as or by contractors<sup>5</sup> shall be paid by the individual.
2. An individual offered a contract or employment by the district may, only upon request, request that the amount of the fee be withheld from the amount otherwise due the individual in accordance with Oregon law.
3. Fees associated with required criminal records checks for volunteers shall be paid for by the district.

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<sup>5</sup> A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

## Termination of Employment or Withdrawal of Employment/Contract Offer/Volunteer Status

1. Any subject individual required to submit to criminal records checks and/or fingerprinting in accordance with law and/or Board policy will be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the district upon:
  - a. Refusal to consent to a criminal records check and/or fingerprinting; or
  - b. Notification<sup>6</sup> from the Superintendent of Public Instruction that the employee has a conviction of any crimes listed in ORS 342.143 or the substantial equivalent of any of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.
2. Any subject individual will be terminated from employment or contract status upon notification from the Superintendent of Public Instruction that the employee has knowingly made a false statement as to the conviction of any crime.
3. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.
4. A volunteer who refuses to submit to a criminal records check or a fingerprint-based criminal records check in accordance with law and/or Board policy will be denied such ability to volunteer in the district.
5. If the district has been notified by the Superintendent of Public Instruction that a volunteer knowingly made a false statement or has a conviction for any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, the individual will be denied the ability to volunteer.
6. A volunteer who knowingly makes a false statement, as determined by the district, on a district volunteer application form will be denied the ability to volunteer in the district.

### Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 - 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records check by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 - 183.470.

Corrected 1/12/26

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<sup>6</sup> Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

# Klamath Falls City Schools

Code: GCL/GDL  
Adopted: 1/13/14  
Readopted: 3/06/17  
Orig. Code(s): GCL/GDL

## Staff Development

In order to strengthen and refine professional skills of district personnel, the superintendent or his/her designee will develop a staff development program for all employees. The development of a program will consider improving the professional growth of a school's staff.

Requests for release time for attendance at professional development activities may be approved as deemed appropriate by the district with the following stipulations: (1) an employee must submit a request to the supervisor with sufficient advance notice for the supervisor to consider the request; and (2) if release time is granted, the employee will submit a written report, upon request after attending the meeting or conference.

Staff development programs, whether provided directly by the district or through district contracts with third parties, will provide appropriate, reasonable accommodations to ensure such programs are available to employees with disabilities.

~~Completion of continuing professional development (CPD) requirements, as set forth in OAR Chapter 584, Division 090 by the Teacher Standards and Practices Commission (TSPC) for license renewal, are the sole responsibility of the employee.~~

Each individual licensed employee is solely responsible for ensuring accurate completion of the professional development required for licensure. Once a licensed employee completes licensure requirements, the employee must submit evidence to the employee's supervisor, who will verify that the licensed employee has successfully completed the professional development requirements to the superintendent or designee, on the Teacher Standards and Practices Commission (TSPC) Professional Educational Experience Report (PEER) form.

END OF POLICY

### Legal Reference(s):

[ORS 329.095](#)  
[ORS 329.125](#)  
[ORS 329.704](#)  
[ORS 342.138](#)

[ORS 342.856](#)  
[OAR 581-022-0606](#)  
[OAR 581-022-2405](#)

[OAR 584-018-0205](#)  
[OAR 584-255-0010 to -0030](#)

Clackamas IED Assn. v. Clackamas IED, No. C-141-77, 3 PUB. EMPL. COLL. BARG. REP. 1848 (ERB 1978).  
Eugene Educ. Ass'n v. Eugene Sch. Dist. 4J, No. C-93-79, 5 PUB. EMPL. COLL. BARG. REP. 3004 (ERB 1980).  
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).  
Americans with Disabilities Act Amendments Act of 2008.

Corrected 2/09/26

**Cross Reference(s):**

IFCA - 21st Century Schools Councils

# Klamath Falls City Schools

Code: GCN-AR  
Revised/Reviewed: 11/05/12; 3/06/17  
Orig. Code(s): GCN-AR

## Core Teaching Standards

*(Merged into GCN/GDN)*

The core teaching standards must:

1. Consider multiple measures of teacher effectiveness that encompass a range of appropriate teaching behaviors. These measures use multiple evaluation methods that utilize multiple measures to evaluate teacher performance which may include, but is not limited to:
  - a. Student performance;
  - b. Student assessment;
  - c. Classroom-based assessments, including observations, lesson plans and assignments;
  - d. Portfolios of evidence;
  - e. Supervisor reports; and
  - f. Self-reflections and assessments.
2. Consider evidence of student academic growth and learning based on multiple measures of student progress, including student performance data;
3. Be research based;
4. Be separately developed for each teacher; and
5. Be customized to the district, which may include individualized weighting and application of standards.

Local evaluation and support systems established by the district for teachers must be:

1. Designed with four performance level ratings of effectiveness as defined in the *Oregon Framework for Teacher and Administrator Evaluation and Support Systems*;
2. Based on significant consideration of student learning, which may include, but is not limited to:
  - a. Schoolwide academic growth, as determined by the statewide assessment system implemented by the Oregon Department of Education under ORS 329.485;
  - b. Formative and summative assessments; and
  - c. Classroom-level student learning goals set collaboratively between teachers and evaluators.
3. On a regular cycle.

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

Corrected 2/09/26

# Klamath Falls City Schools

Code: GCN/GDN  
Adopted: 12/10/12  
Readopted: 3/06/17  
Orig. Code(s): GCN/GDN

## Evaluation of Staff

An effective evaluation program is essential to a quality educational program. It is an important tool to determine the current level of a teacher's performance of the teaching responsibilities. It is also an important assessment of classified employees and current performance of their job assignments. Under Board policy, administrators are charged with the responsibility of evaluating the staff. An evaluation program provides a tool for supervisors who are responsible for making decisions about promotion, demotion, contract extension, contract ~~non-extension~~~~nonextension~~, contract renewal or ~~non-renewal~~~~nonrenewal~~, dismissal and discipline.

### Licensed Staff

~~The Evaluations of licensed staff shall be conducted to conform with applicable Oregon Revised Statutes and any applicable collective bargaining provisions based on the core teaching standards adopted by the Oregon State Board of Education. The standards shall be customized based on collaborative efforts with teachers and any exclusive representatives of the licensed staff.~~

~~Teachers' evaluations shall be customized based on collaborative efforts and include the core teaching standards adopted by the State Board of Education.~~

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

1. Four performance level ratings of effectiveness;
2. Classroom-level student learning and growth goals set collaboratively between the teacher and the evaluator;
3. Consideration of multiple measures of teacher practice and responsibility which may include, but are not limited to:
  - a. Classroom-based assessments including observations, lesson plans and assignments;
  - b. Portfolios of evidence;
  - c. Supervisor reports; and
  - d. Self-reflections and assessments.
4. Consideration of evidence of student academic growth and learning based on multiple measures of student progress, including performance data of students, that is both formative and summative. Evidence may also include other indicators of student success;

5. A summative evaluation method for considering multiple measures of professional practice, professional responsibilities and student learning and growth to determine the teacher's professional growth path;
6. Customized by each district, which may include individualized weighting and application of standards.

An evaluation using the core teaching standards Evaluations must attempt to:

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

Evaluation and support systems established by the district must evaluate teachers on a regular cycle. The superintendent shall regularly report to the Board on implementation of the evaluation and support systems and educator effectiveness.

Each probationary teacher shall be evaluated at least annually, but with multiple observations. The purpose of the evaluation is to aid the teacher in making continuing professional growth and to determine the teacher's performance of the teaching responsibilities. Evaluations shall be based upon at least two observations and other relevant information developed by the district.

### **Classified Staff**

All classified employees will be formally evaluated by their immediate supervisor at least ~~twice~~once during their first year of employment and at least once ~~each~~a year thereafter.

END OF POLICY

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

[ORS 243.650](#)  
[ORS 332.505](#)  
[ORS 342.850](#)

[ORS 342.856](#)  
[OAR 581-022-2405](#)

[OAR 581-022-2410](#)  
[OAR 581-022-2415](#)

Corrected 2/09/26

# Klamath Falls City Schools

Code: GCPB/GDPB  
Adopted: 1/11/10  
Readopted: 3/06/17  
Orig. Code(s): GCPB/GDPB

## Resignation of Staff

All resignations from staff should give notice through the district's human resources department. ~~The superintendent shall have the authority to accept an employee's resignation.~~

A classified employee should provide at least two weeks prior notice to the superintendent human resources department. The superintendent or designee shall have the authority to accept a classified employee's resignation. A notice of acceptance will be issued by the department.

A licensed staff member who wishes to resign from his/her/their position with the district during the school year must give written notice of at least 60 days prior to the date he/she wishes to leave district employment, unless the superintendent agrees to less than 60 days notice upon or at the time of resignation to the district's human resources department. ~~If the superintendent accepts the resignation, it will be final upon receipt, and all resignations accepted by the superintendent are irrevocable. The superintendent or designee may either is authorized to accept the resignation effective the day it is received and either release the teacher immediately from further teaching or administrative obligations upon mutual agreement, or inform the teacher that he/she/they must continue teaching for part or all of the 60-day period, or they may risk decertification for the remainder of the school year sanction from the Teacher Standards and Practices Commission (TSPC). Where~~ When less than a 60-day notice is given and is not mutually agreed to, the Board may request the Teacher Standards and Practices Commission TSPC to discipline the licensee. Exceptions due to emergency or other extenuating circumstances may be considered by the Board. A notice will be issued by the department.

Resignations effective at the end of the school year will be accepted and finalized upon receipt by the superintendent or designee as above, but will be effective on the date designated by the employee.

All such resignations will be final upon receipt and are irrevocable.

END OF POLICY

### Legal Reference(s):

[ORS 342.545](#)  
[ORS 342.553](#)

[ORS 652.140](#)

[OAR 581-022-2405](#)  
[OAR 584-050-0020](#)

Pierce v. Douglas County Sch. Dist., 297 Or. 363 (1984).

Corrected 2/09/26; Corrected 3/17/26

# Klamath Falls City Schools

Code: GCPC/GDPC  
Adopted:

## Retirement of Staff

To assist the district in its planning efforts, staff members considering retirement are encouraged to notify the district as early as possible, preferably at the beginning of the school year in which the retirement will take place.

Retiring employees are encouraged to coordinate with PERS and the Human Resources Department to ensure that all requirements are met. The superintendent or designee will develop requirements, limitations and procedures for employment as a PERS-retiree. Classified staff are encouraged to give a 30-day notice to the district.

END OF POLICY

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### Legal Reference(s):

[ORS Chapter 237](#)  
[ORS Chapter 238](#)

[ORS Chapter 238A](#)  
[ORS 243.303](#)

[ORS 342.120](#)

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2018).  
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2018).  
OR. CONST., art. IX, §§ 10-13.

Added 2/09/26

# Klamath Falls City Schools

Code: GCPD  
Adopted: 10/09/06  
Readopted: 3/06/17  
Orig. Code(s): GCPD

## Discipline and Dismissal of Licensed Staff

The Board will use due process and comply with relevant portions of the collective bargaining agreement when disciplining and/or dismissing an employee.

END OF POLICY

### Legal Reference(s):

[ORS 243.672](#)  
[ORS 243.706](#)  
[ORS 243.756](#)

[ORS 342.835](#)  
[ORS 342.865 to -342.910](#)  
[ORS 342.934](#)

[ORS 652.140](#)  
[OAR 584-020-0040](#)

Corrected 2/09/26

# Klamath Falls City Schools

Code: GCQA/GDQA  
Adopted:

## Nonschool Employment

All employees are expected to accomplish those tasks required by the district.

Employees must avoid outside employment that interferes with the performance of their responsibilities and the maintenance of productive relationships with students, parents and other staff members. If outside employment interferes with job performance, the employee will be required to make a choice between district employment and outside employment.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

Added 2/09/26

# Klamath Falls City Schools

Code:

GCQAB

Adopted:

## Private Tutoring for Pay

No private tutoring for which a teacher receives a fee will be allowed in a school building on school time. District facilities, materials or equipment may be used under the same conditions as this property is made available to the general public.

END OF POLICY

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### Legal Reference(s):

[ORS 244.010](#)

[ORS 332.505](#)

Added 2/09/26

# Klamath Falls City Schools

Code: GCQB  
Adopted: 8/14/23  
Orig. Code(s): GCQB

## Research

District staff are encouraged to participate in research for the development and improvement of education. Staff who propose to engage in research, e.g., study toward advanced work or for use in classroom instruction, using district resources or students, will submit a proposal to the principal for approval prior to commencing such research. If approved, and the study results in material or practices which may be useful to other district staff, such will be reviewed by administration and may be made available for distribution throughout the district as determined by administration. For the protection of all concerned, privacy rights of students or other individuals involved in such research must be protected.

Research which is conducted by or for a nondistrict individual or organization must be approved by the superintendent or designee.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2022).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2022).

Corrected 2/09/26

# Klamath Falls City Schools

Code: GCQBA  
Adopted: 9/13/93  
Readopted: 10/09/06; 3/06/17  
Orig. Code(s): GCQBA

## Copyrights and Patents

The Board asserts the district's proprietary rights to publications, instructional materials and other devices prepared by district employees during their paid work time. The Board also recognizes the importance of encouraging its professional staff to engage in professional writing, research and other creative endeavors. Publications, articles, materials, models and other items produced by district personnel for district use with district time, money and facilities as part of an employee's job responsibilities remain the property of the district.

The district will apply for copyrights and patents when deemed appropriate by the superintendent. Employees will be expected to cooperate in the district's efforts.

In the event that an employee produces items described above partly on their ~~his/her~~ own time and partly on district time, the district reserves the right to claim full ownership. The employee, ~~however~~, may petition the district for assignment of copyright or patent rights. Employees will not attempt to copyright or patent such items without the knowledge and consent of the superintendent.

Employees who intend to make application to patent or copyright any item will furnish the superintendent with full, complete and prompt information and disclosure with respect to any such item.

END OF POLICY

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### Legal Reference(s):

[ORS 332.745](#)

Copyrights, 17 U.S.C. §§ 101-1332; 19 C.F.R. Part 133 (2016).  
Patents, 35 U.S.C. §§ 1-376 (2012).

Corrected 2/09/26

# Klamath Falls City Schools

Code: GD  
Adopted:

## Classified Staff/Classified Staff Positions

“Classified school employee” means any district employee not required to hold a professional license as a basis for employment in the district. The superintendent or designee will designate classified employee positions. The essential job functions, titles and examples of work performed are to be prescribed in a written job description for each position classification.

END OF POLICY

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### Legal Reference(s):

<a href="#">ORS 326.051</a>	<a href="#">ORS 659A.029</a>	<a href="#">ORS 659A.309</a>
<a href="#">ORS 332.107</a>	<a href="#">ORS 659A.030</a>	<a href="#">ORS 659A.409</a>
<a href="#">ORS 332.505</a>	<a href="#">ORS 659A.142</a>	
<a href="#">ORS 659.805</a>	<a href="#">ORS 659A.145</a>	<a href="#">OAR 581-021-0045</a>
<a href="#">ORS 659.850</a>	<a href="#">ORS 659A.233</a>	<a href="#">OAR 581-022-2405</a>
<a href="#">ORS 659A.009</a>	<a href="#">ORS 659A.236</a>	

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).  
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012).  
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2012).  
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2012).  
Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2012).  
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012).  
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).  
The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).  
Title II of the Genetic Information Nondiscrimination Act of 2008.  
Americans with Disabilities Act Amendments Act of 2008.

Added 2/09/26

# Klamath Falls City Schools

Code: GDA  
Adopted:

## Instructional Assistants

Instructional assistants shall be hired by the superintendent or designee.

All instructional assistants<sup>1</sup> must:

1. Have a high school diploma or the equivalent;
2. Be at least 18 years of age or older; and
3. Have standards of moral character as required of teachers.

In addition to the above, instructional assistants providing translation services must have demonstrated proficiency and fluency, knowledge of and ability to provide accurate translations from a language other than English into English and from English into another language.

Instructional assistants<sup>2</sup> who work in Title IA programs and provide instructional support must have:

1. Completed at least two years of study at an institution of higher education; or
2. Obtained an associate's or higher degree; or
3. Met a rigorous standard of quality, and can demonstrate, through a formal state or local academic assessment or para-professional certificate program, knowledge of, and the ability to assist in instructing, as appropriate, reading/language arts, writing and mathematics or reading readiness, writing readiness and mathematics readiness.

The district will not require individuals newly hired as Title IA instructional assistants who have met another district's academic assessment to meet the district's academic assessment standards.

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<sup>1</sup> "Instructional assistant" means a classified school employee who does not require a license to teach, who is employed by a school district or education service district and whose assignment consists of and is limited to assisting a licensed teacher in accordance with the rules established by the TSPC.

<sup>2</sup> Instructional assistants may be assigned to: (1) provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher; (2) assist with classroom management, such as organizing instructional and other materials; (3) provide assistance in a computer laboratory; (4) conduct parental involvement activities; (5) provide support in a library or media center; (6) act as a translator; or (7) provide instructional services to students while working under the direct supervision of a teacher. Instructional assistants may assume limited duties that are assigned to similar personnel who are not working in a program supported with Title IA funds, including duties beyond classroom instruction or that do not benefit participating children, so long as the amount of time spent on such duties is the same proportion of total work time as prevails with respect to similar personnel at the same school.

These requirements do not apply to an instructional assistant: (1) who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in Title IA programs by acting as a translator; or (2) whose duties consist solely of conducting parental involvement activities.

The general responsibilities of an instructional assistant shall be outlined in a job description. The major responsibility shall be to assist the classroom teacher, specialist or supervisor or related service provider with instruction and/or support. The instructional assistants shall be under the supervision of the appropriately licensed classroom teachers, specialist or supervisor. Other supporting tasks may include, but are not limited to: clerical support, student control, personal care, translation or parent and family involvement activities and media center or computer laboratory support.

Instructional assistants shall not be used by the district or teacher as substitute teachers. The responsibility for classroom supervision remains with the teacher at all times.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)  
[ORS 332.505](#)

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[ORS 342.120](#)  
[OAR 581-022-2400\(2\)](#)

[OAR 581-037-0005 - 0025](#)  
[OAR 584-005-0005\(20\),\(28\)](#)

The Vietnam Era Veterans' Readjustment Assistance Act, 38 U.S.C. § 4212 (2018).  
Title II of the Genetic Information Nondiscrimination Act, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2022).  
Rehabilitation Act, 29 U.S.C. § 791, 793-794 (2018).

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Added 2/09/26

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# Klamath Falls City Schools

Code: GDC  
Adopted:

## Recruitment of Classified Staff

The superintendent or designee will develop and maintain a recruitment program designed to attract classified personnel to the district.

It is the responsibility of the superintendent, with the assistance of other district administrators, to determine the district's personnel needs and to locate the most suitably qualified candidates to recommend for district employment.

The search for classified staff members may extend to a wide variety of educational institutions and geographical areas. Those factors considered will include, but not be limited to, the district's diverse characteristics.

Present employees are encouraged to apply for any position.

END OF POLICY

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### Legal Reference(s):

[ORS 326.051](#)  
[ORS 332.505](#)  
[ORS 659.805](#)  
[ORS 659.850](#)  
[ORS 659A.009](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[ORS 659A.109](#)  
[ORS 659A.142](#)  
[ORS 659A.145](#)  
[ORS 659A.233](#)  
[ORS 659A.236](#)

[ORS 659A.309](#)  
[ORS 659A.409](#)  
  
[OAR 581-021-0045](#)  
[OAR 581-022-2405](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).  
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012).  
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2012).  
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2012).  
Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2012).  
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012).  
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).  
Title II of the Genetic Information Nondiscrimination Act of 2008.

Added 2/09/26

# Klamath Falls City Schools

Code: GDIA  
Adopted:

## Notice of Employment

The district shall give individual notices to classified school employees, in writing, by May 30 to all employees<sup>1</sup> for whom a teaching license is not required.

The notices shall address reasonable assurance of continued employment as covered in the Oregon Revised Statutes and Oregon Administrative Rules.

END OF POLICY

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### Legal Reference(s):

[ORS 332.554](#)

[OAR 581-022-2405\(4\)](#)

Added 2/09/26

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<sup>1</sup> ORS 332.554 “(3) As used in this section, “classified school employee” includes all employees of a public school district except those for whom a teaching or administrative license is required as a basis for employment in a public school district.”

5. OLD BUSINESS/ACTION ITEMS
6. BOARD MEMBER COMMENTS
7. CLOSING COMMENTS FROM THE CHAIR
8. ADJOURNMENT