



School Board Regular Meeting Agenda

December 12, 2023, 5:30 PM

Location:

Education Center, Board Room #314
520 NW Wall Street
Bend, OR 97703

1.	<u>Call to Order</u>	
	Speaker(s): Chair Barnes Dholakia	
2.	<u>Pledge of Allegiance</u>	
	Speaker(s): Chair Barnes Dholakia	
3.	<u>Review of Agenda</u>	4
	Speaker(s): Chair Barnes Dholakia	
	Attachments:	
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4.	<u>District Recognitions</u>	
	A. Champion for Students Award	
	Speaker(s): Superintendent Cook	
5.	<u>Student Advisory Council Report</u>	
	Speaker(s): Student Voice Council Leadership	
6.	<u>Public Comment</u>	
	Speaker(s): Chair Barnes Dholakia	
	Description: This is the time provided for individuals to address the Board. Public Comment requests are accepted in advance via Google Form until 5:00 p.m. on the day of the meeting for both in-person and virtual comment. Individuals may also sign up for public comment on the day of the meeting on a space available basis in alignment with Governance Process 6 (GP-6). In-person sign up will be accepted at the boardroom door until 5:35 p.m. on the day of the meeting.	
7.	<u>Consent for Action</u>	
	Speaker(s): Chair Barnes Dholakia	
	Description: Items that are routine in nature are placed on the Consent Agenda. Any item placed on the Consent for Action may be removed at the request of any Board member prior to the time a vote is taken. All remaining items of the Consent for Action are then disposed of in a single motion.	
	A. Approval of Minutes	6
	Description: November 14, 2023, Regular Board Meeting; <i>Reference: ORS 192.650 and ORS 332.057</i>	
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	B. Approval of Personnel Recommendations	13
	Description: Administrative, Licensed, Classified, and Confidential Staff Recommended Hires, Resignations, and Retirements; <i>Reference: ORS 332.505</i>	
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	Certified Board Report 12.12.23	13
	Classified Board Report 12.12.23	
8.	<u>Consent for Information</u>	

Speaker(s): Superintendent Cook	
Description: Items that are routine in nature and for informational purposes only are placed on the Consent for Information.	
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9. Reports	
A. Finance Report	19
Speaker(s): Brad Henry, Chief Operations and Financial Officer	
Description: 2nd Quarter Report	
Attachments:	
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B. Student Investment Account (SIA) Update	22
Speaker(s): Deputy Superintendent Nordquist	
Attachments:	
Executive Summary: Student Investment Account Update 2022-23	22
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Presentación: Actualización de la cuenta de inversión para estudiantes 2022-23	29
10. Action Items	
A. Budget Committee Vacancies	35
Speaker(s): Brad Henry, Chief Operations and Financial Officer	
Attachments:	
Executive Summary: 2024-25 Budget Committee	35
B. Bend-La Pine Schools Student Investment Account Grant Agreement 2023-24	36
Speaker(s): Deputy Superintendent Nordquist	
Attachments:	
Executive Summary: Student Investment Account (SIA) Grant Agreement	36
Bend-La Pine SIA GA 2023-24	37
11. Administrative Policy and Regulation Report	
Speaker(s): Chair Barnes Dholakia	
A. Administrative Policies and Regulations in Review	66
Speaker(s): Superintendent Cook	
Description: List of District Policies and/or Regulations that are currently under review by the District. Public feedback regarding the policies in review is accepted via Google Form.	
Attachments:	
Executive Summary: Administrative Policies and Regulations for Review	66
GCBDA/GDBDA-AP: Family Medical & Military Leave - draft 12.12.23	68
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12. Superintendent's Report	
Speaker(s): Superintendent Cook	
13. Board Chair Report	
Speaker(s): Chair Barnes Dholakia	
14. Director Comments	
Description: An opportunity for board members to provide comments or reflections.	
15. Adjourn	

Description: Meeting will be adjourned with next Regular School Board Meeting scheduled for January 9, 2024.



Escuelas de Bend-La Pine Junta Regular de la Mesa Directiva - BORRADOR

12 de Diciembre de 2023, 5:30 PM

Ubicación:

Centro de Educación, Sala de la Mesa Directiva #314
520 NW Wall Street
Bend, OR 97703

1. **Llamada al Orden**

Orador(es): Presidente Barnes Dholakia

2. **Juramento de Lealtad**

Orador(es): Presidente Barnes Dholakia

3. **Revisión de la Agenda**

Orador(es): Presidente Barnes Dholakia

4. **Reconocimientos del Distrito**

A. Premio Campeón para Estudiantes

Orador(es): Superintendente Cook

5. **Informe del Consejo Asesor Estudiantil**

Orador(es): Liderazgo del Consejo de Voz Estudiantil

6. **Comentario Público**

Orador(es): Presidente Barnes Dholakia

Descripción: Este es el momento proporcionado para que individuos se dirijan a la Mesa Directiva. Se aceptan solicitudes de Comentario Público con anticipación a través de Google Form hasta las 5:00 p.m. del día de la reunión, tanto para comentarios en persona como virtuales. Las personas también pueden inscribirse para hacer comentarios públicos el día de la reunión según disponibilidad, de acuerdo con el Proceso de Gobernanza 6 (GP-6). La inscripción en persona se aceptará en la puerta de la sala de la mesa directiva hasta las 5:35 p.m. del día de la reunión.

7. **Consentimiento para Acción**

Orador(es): Presidente Barnes Dholakia

Descripción: Los elementos de naturaleza rutinaria se colocan en la Agenda de Consentimiento. Cualquier elemento colocado en el Consentimiento para Acción puede ser retirado a solicitud de cualquier miembro de la Mesa Directiva antes de que se tome una votación. Todos los elementos restantes del Consentimiento para Acción se tratan luego en una única moción.

A. Aprobación de Minutos

Descripción: Reunión Regular de la Mesa Directiva del 14 de Noviembre de 2023; *Referencia: ORS 192.650 y ORS 332.057*

B. Confirmación de Recomendaciones de Personal

Descripción: Contrataciones, renunciaciones y jubilaciones recomendadas de personal administrativo, con licencia, clasificado y confidencial; *Referencia: ORS 332.505*

8. **Consentimiento para Información**

Orador(es): Superintendente Cook

Descripción: Los elementos de naturaleza rutinaria y solo con fines informativos se colocan en el Consentimiento para Información.

A. Informe: EL 4.6 - Nutrición Infantil

B. Seguimiento de Comentarios Públicos

9. **Informes**

A. Informe Financiero

Orador(es): Brad Henry, Director de Operaciones y Finanzas

Descripción: Informe del segundo trimestre

B. Actualización de la Cuenta de Inversión Estudiantil (SIA)

Orador(es): Subsuperintendente Nordquist

10. **Elementos de Acción**

A. Vacantes del Comité Presupuestario

B. **Orador(es):** Brad Henry, Director de Operaciones y Finanzas

11. **Informe de Políticas y Reglamentos Administrativos**

Orador(es): Presidente Barnes Dholakia

A. Políticas y Reglamentos Administrativos en Revisión

Orador(es): Superintendente Cook

Descripción: Lista de Políticas y/o Reglamentos del Distrito que están actualmente bajo revisión. Se aceptan comentarios públicos sobre las políticas en revisión a través de Google Form.

12. **Informe del Superintendente**

Orador(es): Superintendente Cook

13. **Informe del Presidente de la Mesa Directiva**

Orador(es): Presidente Barnes Dholakia

14. **Comentarios de los Directores**

Descripción: Oportunidad para que los miembros de la mesa directiva proporcionen comentarios o reflexiones.

15. **Levantar la Sesión**

Descripción: La reunión se levantará y la próxima Junta Regular de la Mesa Directiva Escolar está programada para el 9 de enero de 2024.



Bend-La Pine Schools School Board Regular Meeting Minutes

Meeting Location:

Education Center, Board Room #314
520 NW Wall Street
Bend, OR 97703

Meeting Date: November 14, 2023

Board Members

Melissa Barnes Dholakia: Present
Kina Chadwick: Present
Cameron Fischer: Present
Marcus LeGrand: Present
Carrie McPherson Douglass: Present
Shirley Olson: Present
Amy Tatom: Present

Carrie McPherson Douglass joined the meeting virtually.

1. Call to Order

Speaker(s): Chair Barnes Dholakia

Discussion: The meeting was called to order by Chair Barnes Dholakia at 5:31 p.m. ASL interpreters were Erin Trimble and Hannah Westfall. It was noted that a live Spanish interpretation of the meeting was being provided on the BLS School Board YouTube page.

2. Pledge of Allegiance

Speaker(s): Chair Barnes Dholakia

Discussion: The Pledge of Allegiance was led by Chair Barnes Dholakia.

3. Review of Agenda

Speaker(s): Chair Barnes Dholakia

Attachments: 11.14.23 Agenda - BORRADOR

Discussion: There were no changes to the agenda.

4. District Recognitions

A. Champion for Students Award

Speaker(s): Superintendent Cook

Discussion: Superintendent Cook awarded the Champion for Students award to Tanya Everts, Online Learning Specialist and Enrollment Coordinator for Bend-La Pine Schools Online. He recognized her for the countless ways she ensures students have a positive and successful learning experience.

5. Student Advisory Council Report

Speaker(s): Student Voice Council Leadership

Discussion: Student Voice Council (SVC) Leadership members Wes McGovern, a senior at Summit High School, and Layla White, a senior at La Pine High School, attended the meeting. Layla shared as a follow-up to the South County report from the October 10th board meeting, she believes this has been her most positive year at La Pine High School. Students and teachers are working together toward the same goals and staff are prioritizing student feedback about school norms and culture. Wes provided an update to last month's meeting and the work the SVC is doing with administrators regarding the rotator period. He appreciated administrators discussing the rationale for the decision and shared that students look forward to being involved in those discussions before decisions are finalized in the future. He also shared that the SVC had the opportunity to help the district with a list of questions for students regarding the cell phone practice that has been implemented, which led to a lengthy discussion about cell phone practice and how it could work better for staff and students.

6. Public Comment

Speaker(s): Chair Barnes Dholakia

Description: This is the time provided for individuals to address the Board. Public Comment requests are accepted in advance via Google Form until 5:00 p.m. on the day of the meeting for both in-person and virtual comment. Individuals may also sign up for public comment on the day of the meeting on a space available basis in alignment with Governance Process 6 (GP-6). In-person sign up will be accepted at the boardroom door until 5:35 p.m. on the day of the meeting.

Discussion: There was one individual who spoke regarding the district's policies towards sexual harassment and one individual who spoke about the district's partnership with the Latino Community Association (LCA).

7. Consent for Action

Speaker(s): Chair Barnes Dholakia

Description: Items that are routine in nature are placed on the Consent Agenda. Any item placed on the Consent for Action may be removed at the request of any Board member prior to the time a vote is taken. All remaining items of the Consent for Action are then disposed of in a single motion.

Action(s): I move to approve the Consent for Action as presented. This motion, made by Amy Tatom and seconded by Marcus LeGrand, Carried.

Voting Detail: Melissa Barnes Dholakia: Yea, Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Yea, Shirley Olson: Yea, Amy Tatom: Yea

Voting Summary: Yea: 7, Nay: 0

A. Approval of Minutes

Description: October 10, 2023 Regular Board Meeting, and October 24, 2023, Work Session; *Reference:* ORS 192.650 and ORS 332.057

Attachments: 10.10.23 Minutes – DRAFT and 10.24.23 Minutes – DRAFT

B. Approval of Personnel Recommendations

Description: Administrative, Licensed, Classified, and Confidential Staff Recommended Hires, Resignations, and Retirements; *Reference:* ORS 332.505

Attachments: Certified Board Report 11.14.23 and Classified Board Report 11.14.23

8. Consent for Information

Speaker(s): Superintendent Cook

Description: Items that are routine in nature and for informational purposes only are placed on the Consent for Information.

Discussion: Superintendent Cook noted that there were two items in Consent for Information. At the request of the Board Chair, the District has included follow-up to public comment heard at the September 12th board meeting. The District is adopting JB-AP: Equal Educational Opportunity. Policy language has been updated to reflect new definitions as a result of HB 3041 (2021) and HB 2935 (2021), and also includes the district requirement for complaint process communication and access.

A. Public Comment Follow-up

Attachments: District Follow-up to BLS School Board Meeting Public Comment Received on September 12, 2023

B. Approval of Administrative Policies and Regulations

Attachments: Executive Summary: Administrative Policies and Regulations for Adoption, JB-AP: Equal Educational Opportunity - draft 10.10.23, and JB-AP Policy Public Comment with BLS response

9. Reports

A. **High Desert Educational Service District (HDES) Annual Alternative Learning Options (ALO)/Charter School Comprehensive Report**

Speaker(s): Kathy McCollum, HDES Director of Alternative Learning Options

Attachments: Bend-La Pine Alternative Learning Options Report 2022-23, Presentation: HDES ALO Charter School Report, Presentation: COIC Alternative Education Program, Presentación: Informe de la escuela autónoma HDES ALO, and Presentación: Programa de Educación Alternativa COIC

Discussion: Kathy McCollum, Director of Alternative Learning Options for High Desert Educational Service District (HDES), provided the annual alternative learning options report for 2022-23. She provided the key statistics from 2022-23 and reported that all alternative programs and charter schools evaluated had met all standards with no findings. She noted that moving forward with each annual report, one program would be the focus of the presentation and that COIC (Central Oregon Intergovernmental Council) is the focus for this year.

Josh Lagalo, COIC Youth Employment and Training Manager, provided an overview of the two programs COIC oversees within Bend-La Pine Schools (BLS). He discussed the services offered in the Youth Compass Program, noting that it works in congruent to the educational setting; students spend three days on the work crew working alongside a work counselor that models work behavior and basic work ethics and two days in the classroom. Lagalo shared that for the 2023-24 school year a Maintenance Crew had been added at BLS. The new crew has been funded for two years, allows students to earn money and school credits, and completes work needed on BLS properties.

Patrick Jordan, COIC Youth Education Manager, discussed the COIC educational model and shared COIC's appreciation of the Board and District's goal of putting students first. He shared how students in BLS earn school credits for earning their GED and noted that many students re-engage with those credits and return to high school to finish their diploma. Jordan also noted that there are several internship programs available to students in addition to the manual labor opportunities.

In regard to the demographic differences between the programs that Kathy highlighted in her presentation, Keith Riggs, Director of J Bar J Boys Ranch shared that students enrolled in the J Bar J programs are from across the state and students at the Sisters Academy are international. It was also noted that 75% of the students enrolled in OYC (Oregon Youth Challenge) are from the Portland Metro area.

B. **EL 4.2: Compensation, Development, Evaluation, & Treatment of Employees**

Speaker(s): Steve Herron, Chief Human Resources Officer

Attachments: EL 4.2 Executive Summary, Presentation EL 4.2- Compensation, Development, Evaluation, & Treatment of Employees, and Presentación: EL 4.2- Compensación, Desarrollo, Evaluación y Tratamiento de Empleados

Discussion: Ryan Kelling, Director of Recruitment and Retention, presented on behalf of Steve Herron. He provided an update on the district's HRIS system and where the HR department is in regard to its implementation. He shared the staffing demographics for the current year and over the past two years, which included total number of staff, staff by sex, staff by race/ethnicity, and data by employee group. He noted that the goal is that staff demographics are representative of student enrollment. Kelling discussed the next steps and goals for the department, noting that they are working to develop a better system to report by FTE more accurately as opposed to only reporting by position. He also shared that the district has begun conducting exit interviews as well as stay interviews and is reviewing the data received. Superintendent Cook added that the district has also begun implementing an improved hiring panel process that moves away from the old system of ranking candidates.

Chair Barnes Dholakia asked the SVC to weigh in on the power of seeing themselves in their educators. Layla White shared that it is comforting and inspiring for students to see people that look like them and Wes McGovern noted the importance of celebrating community and diversity at all levels.

10. Action Items

A. Supplemental Transportation Plan

Speaker(s): Kim Crabtree, Director of Transportation

Action(s): I move to approve Resolution 1958 Approval of Supplemental Transportation Plans as presented. This motion, made by Kina Chadwick and seconded by Shirley Olson, Carried.

Voting Detail: Melissa Barnes Dholakia: Yea, Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Yea, Shirley Olson: Yea, Amy Tatom: Yea

Voting Summary: Yea: 7, Nay: 0

Attachments: Executive Summary: Supplemental Transportation Plan and Resolution 1958: Approval of Supplemental Transportation Plans

Discussion: Kim Crabtree, Director of Transportation, shared that supplemental transportation plans include typical non-transport zones in which the district does not receive funding for. Crabtree shared that if areas are determined to be hazardous, the district can submit a plan to the state for additional funding. She noted that the district has spent the last two years evaluating routes in the district and came up with the plan being presented to the Board for approval. She also noted that the Transportation Department will be moving to an annual review process in regard to the supplemental plans.

B. Approval of MUPTTE Tax Exemption for 105 NE Franklin

Speaker(s): Sharon Smith, Land Use Attorney

Action(s): I move to approve Resolution 1957. This motion, made by Amy Tatom and seconded by Marcus LeGrand, Carried.

Voting Detail: Melissa Barnes Dholakia: Yea, Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Yea, Shirley Olson: Yea, Amy Tatom: Yea

Voting Summary: Yea: 7, Nay: 0

Attachments: Executive Summary: Approval of MUPTTE Tax Exemption for 105 NE Franklin, and Resolution 1957: Resolution Agreeing to Tax Exemption for a Multiple-Unit Housing project under ORS 307.600 to 307.637 and Sections 12.35.010-12.35.05

Discussion: Shaon Smith, Land Use Attorney, shared that the City of Bend has adopted a MUPTTE (Multiple Unite Property Tax Exemption) program to increase the number of housing units in Bend. She explained how the taxing on this specific project being presented to the Board for approval will not affect any of the local taxing districts.

C. Oregon School Boards Association (OSBA)

Speaker(s): Chair Barnes Dholakia

Discussion: Chair Barnes Dholakia noted that the Oregon School Boards Association (OSBA) is organized as one general state association with up to 24 regionally elected representatives established across 14 geographic regions to support member participation and representation. In odd-numbered years, member boards vote to elect regional representatives for even-numbered positions on the OSBA Board of Directors as well as vote on any open positions on the Board. Member boards also vote to elect all regional representatives on the Legislative Policy Committee. OSBA resolutions submitted to the membership are also on the ballot to school boards along with candidate elections. She shared that there are four action items regarding the OSBA elections and resolutions before the Board.

1. Oregon School Boards Association (OSBA) Board of Directors Election

Speaker(s): Chair Barnes Dholakia

Action(s): I move to nominate Laurie Danzuka for OSBA Board of Directors Position 3. This motion, made by Amy Tatom and seconded by Cameron Fischer, Carried.

Voting Detail: Melissa Barnes Dholakia: Yea, Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Yea, Shirley Olson: Yea, Amy Tatom: Yea

Voting Summary: Yea: 7, Nay: 0

Attachments: Nomination Form: OSBA Board of Directors Regional Member and Candidate Questionnaire: OSBA Board of Directors

Discussion: Chair Barnes Dholakia noted that Laurie Danzuka, from the Jefferson County School District, is the only candidate on the ballot for Central Region Position 3 on the OSBA Board of Directors and that the nomination form as well as the candidate questionnaire/resume for Laurie are included in the board packet.

2. Oregon School Boards Association (OSBA) Legislative Policy Committee (LPC) Election

Speaker(s): Chair Barnes Dholakia

Action(s): I move to nominate Courtney Snead for OSBA Legislative Policy Committee Position 3. This motion, made by Amy Tatom and seconded by Marcus LeGrand, Carried.

Voting Detail: Melissa Barnes Dholakia: Yea, Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Yea, Shirley Olson: Yea, Amy Tatom: Yea

Voting Summary: Yea: 7, Nay: 0

Attachments: Nomination Form: OSBA Legislative Policy Committee (LPC) Regional Member and Candidate Questionnaire: OSBA Legislative Policy Committee

Discussion: Chair Barnes Dholakia noted that Courtney Snead, from the Jefferson County School District, is the only candidate on the ballot for Central Region Position 3 on the OSBA Legislative Policy Committee (LPC) and that the nomination form as well as the candidate questionnaire/resume for Courtney are included in the board packet.

3. Oregon School Boards Association (OSBA) Resolution to Amend Oregon School Boards Association's Bylaws Relating to Composition of the Board of Directors

Speaker(s): Chair Barnes Dholakia

Action(s): I move to approve the resolution to Amend OSBA's bylaws relating to composition of the Board of Directors. This motion, made by Shirley Olson and seconded by Amy Tatom, Carried.

Voting Detail: Melissa Barnes Dholakia: Yea, Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Yea, Shirley Olson: Yea, Amy Tatom: Yea

Voting Summary: Yea: 7, Nay: 0

Attachments: Resolution to Amend Rural Caucus Voting Status

Discussion: Chair Barnes Dholakia shared that the Oregon School Boards Association (OSBA) was formed in 1946 and the Oregon Rural School Board Advisory Committee has been active and publicly supported by OSBA's Board of Directors since April 22, 2022. The Advisory Committee is ready to elect officers and their Rural Leadership Assembly and has respectfully requested that the Board of Directors submit a resolution to the membership creating the Oregon Rural School Board Members Caucus and designate a seat on the OSBA Board of Directors and Legislative Policy Committee. She noted that the OSBA Board of Directors have proposed a bylaw amendment that designates a Caucus representative as a voting member of the OSBA Board of Directors and Legislative Policy Committee.

4. Oregon School Boards Association (OSBA) Resolution to Amend the OSBA's 2018 Bylaws

Speaker(s): Chair Barnes Dholakia

Action(s): I move to approve the resolution. This motion, made by Marcus LeGrand and seconded by Kina Chadwick, Carried.

Voting Detail: Melissa Barnes Dholakia: Yea, Kina Chadwick: Yea, Cameron Fischer: Yea, Marcus LeGrand: Yea, Carrie McPherson Douglass: Yea, Shirley Olson: Yea, Amy Tatom: Yea

Voting Summary: Yea: 7, Nay: 0

Attachments: Resolution to Amend OSBA Bylaws

Discussion: Chair Barnes Dholakia noted that in 2018, the OSBA bylaws were amended to expand the OSBA Board of Directors and the Legislative Policy Committee with representatives from the School Board Members of Color Caucus and they have not been amended since. The OSBA Board of Directors determined that it was in the membership's best interest to amend the Bylaws. She shared that a high level overview of the proposed changes are stated in the resolution which can be found in the board packet.

11. Discussion

A. Board Discussion

Description: Bargaining Update

Discussion: Chair Barnes Dholakia asked Superintendent Cook to provide an update on the district's bargaining process with both BEA and OSEA. Cook shared that the momentum is positive. The district is working to schedule additional bargaining days with BEA before the winter break and longer sessions have been scheduled with OSEA with the hope of coming to a resolution with both soon.

12. Administrative Policy and Regulation Report

Speaker(s): Chair Barnes Dholakia

A. Administrative Policies and Regulations in Review

Speaker(s): Superintendent Cook

Description: List of District Policies and/or Regulations that are currently under review by the District. Public feedback regarding the policies in review is accepted via Google Form.

Attachments: Executive Summary: Administrative Policies and Regulations for Review, IKFB-AP: Graduation Exercises - draft 11.11.23, and IKFB-AR: Wearing of Items of Cultural Significance in Graduation Exercises - draft 11.11.23

Discussion: Superintendent Cook shared that IKFB-AP: Graduation Requirements is a new administrative policy. With the passage of HB 2052 (2021) regarding Tribal Regalia, ORS 329.451(14) recognizes and allows for American Indian/Alaska Native students to wear their tribal regalia or items of cultural significance at graduation and at other public school ceremonies. IKFB-AR: Wearing Items of Cultural Significance in Graduation Exercises is a new administrative regulation. This regulation helps define cultural appreciation and who to work with at each school with questions in partnership with IKFB-AP. Cook also noted that IGAC-AR: Treatment of Religion in Schools was presented at the October 10th board meeting and continues to be in review as the feedback received is considered.

Wes McGovern shared that the SVC discussed these policies at their last meeting and the key concerns shared by the group are that it makes more sense that students should associate with a culture rather than identify with it and that they have a strong desire for clear expectations for students to follow.

13. Superintendent's Report

Speaker(s): Superintendent Cook

Discussion: Superintendent Cook shared that in regard to the work of the Culture and Climate Taskforce, a large number of district administrators recently attended PBIS training and that good conversations are being had in schools across the district. He also called attention to the recent Veteran's Day Assembly at Bend High School noting that the number of students and veterans in attendance was outstanding.

14. Board Chair Report

Speaker(s): Chair Barnes Dholakia

Discussion: Chair Barnes Dholakia shared that the Board is advocating at the state level to give districts the option to claim reimbursement when providing a universal meal program. She provided an update on the Pathway Oregon program, noting that Deschutes is the largest county in the region participating, sending over 50 students. Barnes Dholakia recognized Terry Rahmsdorff, who recently passed away, for his service as a board member for many years and for his other service in the community.

Barnes Dholakia noted that the Board attended the OSBA Annual Convention last week. Board members shared highlights from sessions that they attended as well as their overall experiences at the convention.

15. Director Comments

Description: An opportunity for board members to provide comments or reflections.

Discussion: Director Cameron Fischer echoed Superintendent Cook's earlier inspiration felt at the Bend High Veteran's Day Assembly and appreciated everyone for keeping the bargaining conversations going.

Vice Chair Marcus LeGrand thanked all the families and Commute Options for participating in the Ruby Bridge's Walk to School this morning.

Chair Melissa Barnes Dholakia appreciated Becca Burda, Assistant Director of Communications, for attending the OSBA conference with the Board. She also appreciated both Scott Maben, Director of Communications, and Becca Burda for their strong work in the Communications Department.

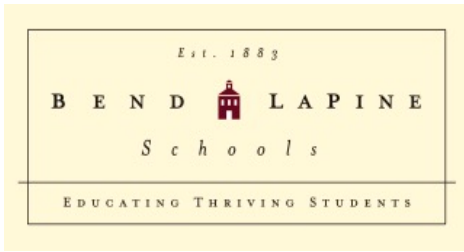
16. Adjourn

Description: Meeting will be adjourned with next Regular School Board Meeting scheduled for December 12, 2023.

Discussion: Chair Barnes Dholakia adjourned the meeting at 8:03 p.m.

Recorded by: Janet Bojanowski, Board Clerk

DRAFT: Pending Board Approval



HUMAN RESOURCES

Education Center

*520 N.W. Wall Street
Bend, Oregon 97703-2699
(541) 355-1100
Fax: (541) 355-1109*

DATE: December 5, 2023
TO: Dr. Steven Cook, Superintendent
Board of Directors for Bend-La Pine Schools

FROM: Steve Herron, Chief Human Resources Officer

RE: Administrative and Licensed Recommended Hires, Resignations, and Retirees

The Human Resource Department recommends approval of the following hires, resignations and retirees at the school board meeting on December 12, 2023. All Hires are subject to successful drug testing, background check, and Oregon licensure.

CERTIFIED HIRES

NAME	POSITION	LOCATION	STATUS	HIRE DATE
LaGroue, Janae	Title 1 Teacher	Rosland	Temporary Part Time	11/28/2023

CERTIFIED RESIGNATIONS

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES
Soto, Duane Brad	Bend La Pine Online Alternative Ed	Bend La Pine Online	08/25/2003 – 12/31/2023

CERTIFIED RETIRE/REHIRES

NAME	POSITION	LOCATION	REHIRED/END DATES
Soto, Duane Brad	Bend La Pine Online Alternative Ed	Bend La Pine Online	01/01/2024 – 06/30/2024

ADMINISTRATIVE HIRES

NAME	POSITION	LOCATION	STATUS	HIRE DATE

ADMINISTRATIVE RESIGNATIONS

NAME	POSITION	LOCATION	HIRE/RESIGNED DATES

ADMINISTRATIVE RETIRE/REHIRES

NAME	POSITION	LOCATION	REHIRED/END DATES



HUMAN RESOURCES

Education Center

*520 N.W. Wall Street
Bend, Oregon 97703-2699
(541) 355-1100
Fax (541) 355-1109*

December 5, 2023

TO: Steve Cook, Superintendent
Bend-La Pine School Board of Directors

FROM: Steve Herron, Chief Human Resources Officer
Paul Dean, Director of Human Resources – Classified Staff

RE: Classified Recommended Hires, Classified & Confidential Resignations, and Classified Retirements

The Human Resources Department recommends approval of the following hires, resignations, and retirements at the School Board meeting on December 12, 2023.

Classified Hiring

Name	Position/Posting No.	Location	Temp/Regular Position	Hire Date
Aguilera, Catalina	FAN Advocate	Pilot Butte / RE Jewell	Reg 7.6 hrs / day	11/27/23
Bezzina, Kathryn	Nutrition Server I	Caldera	Reg 3.75 hrs / day	11/08/23
Chapman, Jon	Assistant Custodian II	High Desert	Temp 8.0 hrs / day	11/28/23
Cross-Brockman, Casey	EA – Inclusion	RE Jewell	Temp 6.5 hrs / day	11/27/23
Crumrine, Gregory	EA - Instruction	La Pine High	Temp 8.0 hrs / day	11/14/23
Delgado Hernandez, Omar	EA – Inclusion	High Desert	Temp 7.0 hrs / day	12/04/23
Earwicker, Virginia	EA - Instruction	Lava Ridge	Temp 3.0 hrs / day	11/17/23
Evans, Jessie	EA – Inclusion	RE Jewell	Temp 6.5 hours / day	11/27/23
Garcia, Samantha	Media & Tech Assistant	Caldera	Reg 8.0 hrs / day	11/08/23
Groth, Joshua	EA - Inclusion	Bend High	Reg 7.0 hrs / day	12/06/23
Hill, Kellen	Head Custodian CIII	High Lakes	Reg 8.0 hrs / day	11/27/23
LaFrance, Charles	Bus Driver	La Pine Transportation	Reg 4.0 hrs / day	11/14/23
Ludwig, Emily	Bus Monitor	La Pine Transportation	Reg 4.0 hrs / day	11/15/23
Ludwig, Emily	EA – Student Instruction	La Pine Elementary	Temp 3.95 hrs / day	11/15/23
Monroe, Michelle	EA – Student Success	Silver Rail	Reg 6.5 hrs / day	12/04/23
Palacios, Victor	Custodial Crew I	Pilot Butte	Reg 8.0 hrs / day	11/22/23



HUMAN RESOURCES

Education Center

520 N.W. Wall Street
 Bend, Oregon 97703-2699
 (541) 355-1100
 Fax (541) 355-1109

Perez-Henao, Carla	EA - Instruction	Bear Creek	Temp 3.95 hrs / day	11/27/23
Starnes, Arin	Head Custodian CIII	Highland	Temp 8.0 hrs / day	11/22/23
Walsworth, Rachel	Nutrition Server I	Rosland	Reg 3.75 hrs / day	11/09/23
Welsh, William	Distribution Delivery Driver	Warehouse	Reg 3.75 hrs / day	11/27/23
Wheeler, Peggy	FAN Advocate	La Pine Middle / High	Reg 7.6 hrs / day	11/14/23
Winkel, Amber	EA – Child Development	Bend High	Reg 6.17 hrs / day	11/27/23

Classified Resignations

Name	Position	Location	Resign Date
Barber, Leah	Media Manager III	Bend High	08/30/21 – 12/05/23
Dobson, Dale	Building Maintenance Foreman	Maintenance	07/01/99 – 12/01/23
Dunham, Priscella	EA Instruction	North Star	08/31/21 – 12/06/23
Emerson, Donald	EA – Inclusion	Student Services	05/31/12 – 01/02/24
Kincaid, Lindsay	Nutrition Server I	Cascade	10/25/23 – 11/16/23
Ludwig, Emily	Bus Monitor	La Pine Transportation	11/15/23 – 11/16/23
Norman, Jessica	Records Clerk	Special Programs	09/07/23 – 12/01/23
O'Connor, Mary	FAN Advocate	Caldera / Elk Meadow	09/09/20 – 12/05/23
Powers, Tyler	EA – Inclusion	Elk Meadow	09/22/23 – 11/18/23
Reisner, Shelagh	EA – Inclusion	RE Jewell	09/06/23 – 11/18/23
Walker, Anthony	EA – Inclusion	Caldera	11/08/21 – 12/15/23

Classified Retirements

Name	Position	Location	Retire Date
Scott, Charles (Andy)	Bus Driver	Transportation	12/08/14 – 12/15/23

Classified Retire-Rehires

Name	Position	Location	Rehire Date
Swinn, Jill	EA – Alt Ed.	BTA	01/01/24 – 06/30/24



HUMAN RESOURCES

Education Center

520 N.W. Wall Street

Bend, Oregon 97703-2699

(541) 355-1100

Fax (541) 355-1109

Confidential Hiring

Name	Position	Location	Resign Date

Confidential Resignation

Name	Position	Location	Resign Date



REPORT: Executive Limitation 4.6: Child Nutrition

PRESENTED BY: Garra Schluter, Assistant Director of Nutrition

EXECUTIVE SUMMARY:

This monitoring report provides the Board with information to evaluate the Superintendent's compliance with the directives of Executive Limitation 4.6: Nutrition Services.

Monitoring Report

The Superintendent shall not fail to establish a nutrition program that enhances the health and students by providing nutritious meals, allowing students to fully focus on their instructional day.

Accordingly, the Superintendent shall not fail to:

1. Offer each student appealing, well prepared foods that provide high nutritional value, promote physical well-being, and reflect diversity.
2. Operate a nutrition program that:
 - a. Teaches appropriate nutritional behaviors.
 - b. Supports the Sustainability Plan.
 - c. Develops student agency.
3. Ensure that all meals that are part of the National School Meal Program meet all the USDA requirements.

Notable Evidence for 2022-23:

- Program has placed an emphasis on providing students with a variety of food choices, made from scratch options, local products, and fresh foods and ingredients.
- Program is designed to encourage students to enjoy a healthy balanced meal, providing students with an abundance of fruits and vegetables. Staff share the benefits of healthy behaviors and age-appropriate signage helps to promote balanced, nutritious choices.
- Have implemented the food waste strategies outlined in Goal 13 of the Sustainability Plan.
- Menus provide a wide variety of healthy options for students. Menus are developed with student choice as a driving factor.
- We follow the proper USDA meal plan guidelines and train our staff on these standards to assure compliance.

Strategic Initiatives for 2023-24:

- Continue work to reduce food waste and increasing the number of schools composting.
- Expand food options available to secondary students.
- Continue focus on utilizing local products and sharing this information with families.



District Follow-up to Public Comment Received at November 14, 2023, Board Meeting

Agenda Item/Topic:	Submitted by:	District Staff Assigned to:	Notes/Comments:
Non-Agendized Item: District Policies regarding Sexual Harassment	Rick Guyton	Katie Legace, Executive Director of High Schools	The district has policies and procedures about when to put employees on leave during investigations. This decision was made in consultation with Human Resources and District Legal Counsel. The situation in question was processed in accordance with district policy and procedures. The allegation has been thoroughly investigated by the school administration in consultation with Human Resources and is now complete. No further action is required.



Business Office
520 NW Wall Street
Bend, OR 97703

December 12, 2023

To: Dr. Steve Cook, Superintendent

From: Leah Bibeau, Finance Director

RE: Q2 Financial update for FY2023-24

Dr. Cook,

This is the 2nd Quarter financial update for the FY 23-24. Because we do not have additional information regarding revenues or expenditures at this time, this financial statement is the same as the statement that we provided in October.

Once agreements are in place with all employees, we will project the cost of the agreements and include these projections in the financial report. In addition, we will bring a proposed supplemental budget to the Board, formally adjusting revenues to the \$10.2 billion state school fund level and adjusting appropriations to account for the new employee agreements.

The audit fieldwork for the 2022-23 year is complete and the Annual Comprehensive Financial Report is nearly finalized. School Board members will receive a copy of this information in January. All financial data submissions will be completed by the required December 31st deadlines.

Included in your financial statement package, you will find the investment report as of November 30, 2023. Our policy allows for investment of cash balances to achieve greater earnings, within our stated risk framework. During this year we have initiated short term investment of Operating funds, and continue to have longer term investments of the 2023 Bond issuance. Maturities of these investments are scheduled to align with our spending needs.

If you have any questions or would like additional information, please let me know.

Bend-La Pine Schools
Statement of Revenues and Expenditures
For the Period Ended November 30, 2023 with Year-End Projections
General Fund - Operations Sub-fund
FY 2023-24

	Adopted Budget	November 2023	Budget Variance
Resources:			
Beginning fund balance	15,900,000	17,439,102	1,539,102
Revenue			
Formula revenue:			
Tax revenue	103,643,000	103,643,000	-
State school fund	88,864,456	92,832,656	3,968,200
Common school fund	2,314,006	2,350,228	36,222
County school fund	270,000	270,000	-
Total formula revenue	195,091,462	199,095,884	4,004,422
Earnings on investments	900,000	900,000	-
Local sources - other	2,770,493	2,770,493	-
Intermediate sources	2,100,000	2,100,000	-
State non-formula resources	785,000	785,000	-
Federal non-formula resources	310,000	310,000	-
Total revenues	201,956,955	205,961,377	4,004,422
Total resources	217,856,955	223,400,479	5,543,524
Expenditures:			
Salaries, payroll costs and benefits:			
Certified	65,998,927	65,998,927	-
Classified	28,211,683	28,211,683	-
Administrators and supervisors	11,697,398	11,697,398	-
All other salaries	2,783,619	2,783,619	-
Total salaries	108,691,627	108,691,627	-
Payroll costs & benefits	59,559,213	59,559,213	-
Total salaries, payroll costs and benefits	168,250,840	168,250,840	-
Other operating costs			
Utilities & purchased services	22,447,977	21,361,227	1,086,750
Supplies, texts, tools	7,193,791	7,193,791	-
Equipment	155,566	155,566	-
Dues, fees and liability insurance	1,876,915	1,876,915	-
Debt service	651,667	740,076	(88,409)
Transfers	6,387,108	6,387,108	-
Total other operating costs	38,713,024	37,714,683	998,341
Total expenditures	206,963,864	205,965,523	998,341
Excess of revenues over expenditures	10,893,091	17,434,956	6,541,865
Fund balance, ending	10,893,091	17,434,956	6,541,865
As budgeted			
Contingency	500,000	500,000	
Fund balance	10,392,848	16,934,956	
Fund balance, ending	10,892,848	17,434,956	
Fund Balance as a percent of resources			
Contingency	0.2%	0.2%	
Fund Balance	4.8%	7.6%	
Total reserve	5.0%	7.8%	

Investment of Proceeds

November 30, 2023

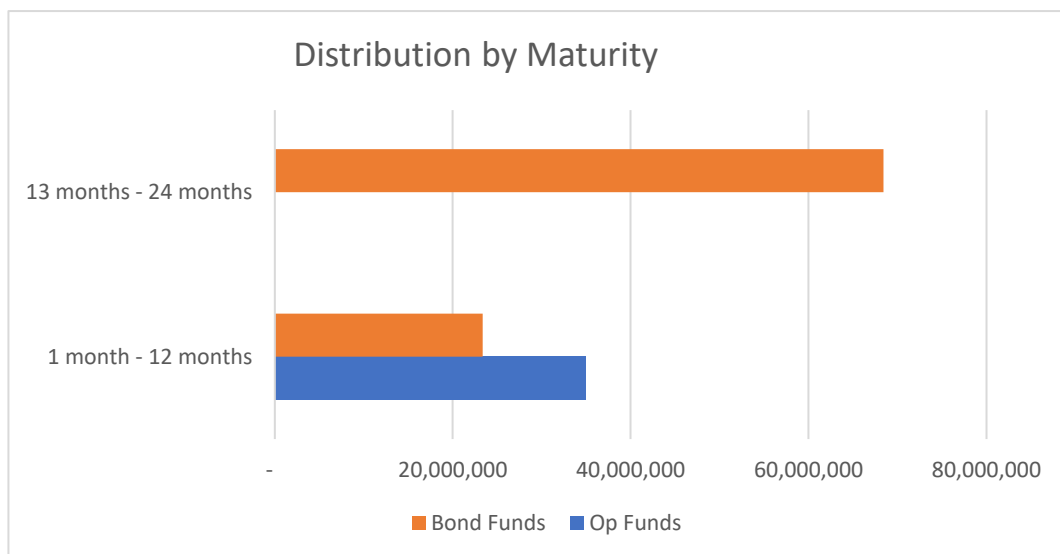
Distribution by Maturity

Operating Funds:

Maturity	Number	Market Value	Percent of Holdings	Average Yield to Maturity
1 month - 12 months	2	34,981,747	100%	5.4%
Total	2	34,981,747		

2023 Bond Funds:

Maturity	Number	Market Value	Percent of Holdings	Average Yield to Maturity
1 month - 12 months	4	23,386,090	25%	5.3%
13 months - 24 months	4	68,421,194	75%	5.3%
Total	8	91,807,284		



Distribution by S&P Rating

S&P Rating	Number	Market Value	Average Yield to Maturity
AA+u	10	126,789,031	5.1%

Distribution by Moody's Rating

Moody Rating	Number	Market Value	Average Yield to Maturity
Aaa	10	126,789,031	5.1%

Issuer	Market Value	% Assets	Yield
United States Treasuries	34,981,747	27.6%	5.4%
United States Treasuries Discount Notes	2,980,560	2.4%	4.3%
United States Treasuries Notes	88,826,724	70.1%	5.3%
Total	126,789,031		



REPORT: Student Investment Account Plan Update, Fall 2023

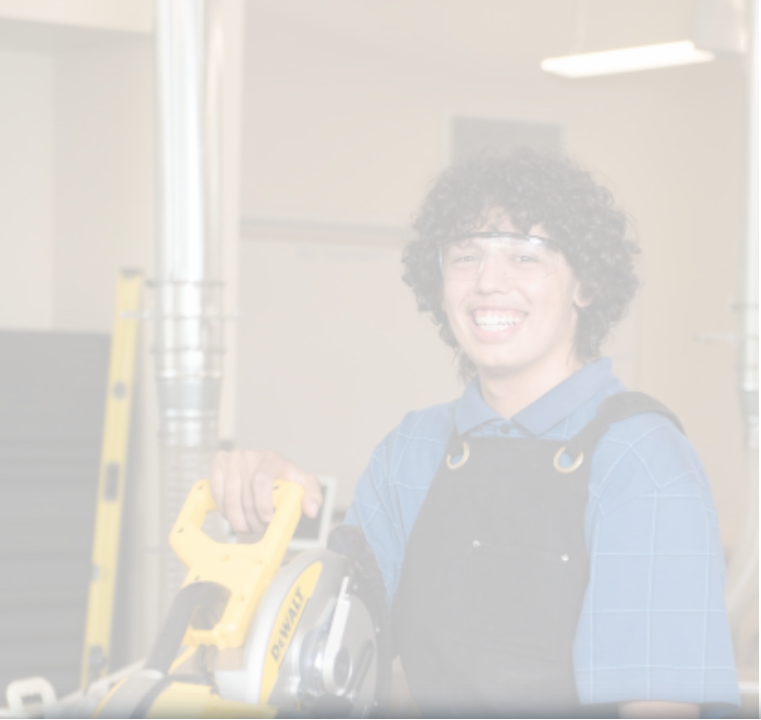
PRESENTED BY: Lora Nordquist, Deputy Superintendent

EXECUTIVE SUMMARY:

While the Oregon legislature passed the Student Success Act, including the Student Investment Account (SIA), in 2019, substantive funding was not available until the 2021-22 school year. During the 2022-23 school year, Bend-La Pine School received approximately \$13,448,645, enabling the district to fund its prioritized strategies. These are listed below:

- Funding our student success program, which was designed to support our students' behavioral, emotional, and mental health needs: 24.5 FTE certified counselors/26.0 FTE classified staff/EAs;
- Providing additional certified staff to schools, especially in our schools with the largest numbers of historically and currently underserved (HU) students: 23.5 FTE across all grade levels);
- Supporting our multi-lingual students and families: 6.5 FTE certified staff/3.0 FTE classified staff/Latino Family Liaisons;
- Supporting our students with disabilities: 10.0 FTE certified staff/3.0 FTE classified staff;
- Providing professional learning in the areas of diversity, equity, and inclusion: \$200,000;
- Supporting teachers' continuing professional learning with embedded instructional coaching: 5.0 FTE certified staff.

These additional supports have been critical in helping the district make steady progress in elevating students' experiences and learning. However, three significant barriers remain (and they are quite similar to last year): 1) with continued growth in the number of students experiencing behavioral, emotional, and mental health struggles, the additional resources provided by SIA are necessary, but not nearly sufficient; 2) we continue to face challenges to recruit and retain staff in some of these positions, particularly in special programs and student support programs; and 3) because the vast majority of our SIA funds are spent on employees, as salaries and benefits increase, maintaining our current levels of service becomes increasingly difficult.



Bend-La Pine Schools

Student Investment Account Update

Background

- Oregon's Student Success Act 2019
– \$1 billion annually
- Student Investment Account (SIA) –
\$700 million annually
- Substantively funded beginning in
2021–22
- For BLS, \$13,448,645 in 2022–23



Goals/Allowable Uses of SIA

- ***Goal of SIA: Improve achievement in schools and to reduce achievement gaps in historically underserved student populations.***
- Students' health and safety needs
- Reduction in class sizes and caseloads
- Expanded access to “well rounded education”



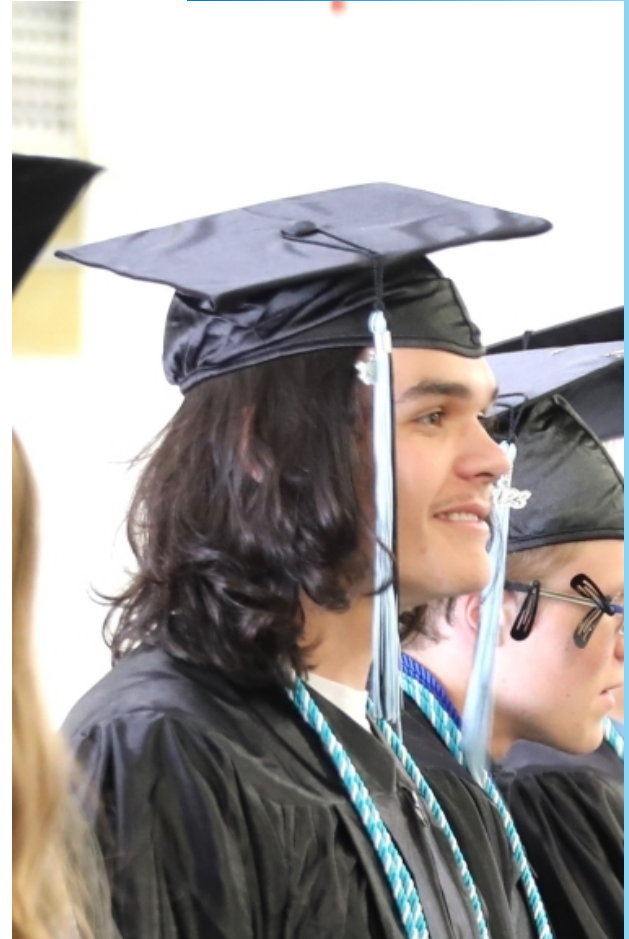
BLS Priorities

- Student Success Program (24.5 FTE Certified Counselors/26.0 FTE EA's)
- Increased Staffing at Historically Underserved (HU) schools, all grade levels (23.5 FTE)
- Increasing Access
 - Multi-lingual programs (6.5 FTE Certified / 3.0 FTE Classified Latino Family Liaisons)
 - Special education: 10.0 FTE Certified/3.0 FTE Classified
 - Instructional coaching: 5.0 FTE Certified
 - Diversity, equity, and inclusion professional learning: \$200,000



Successes

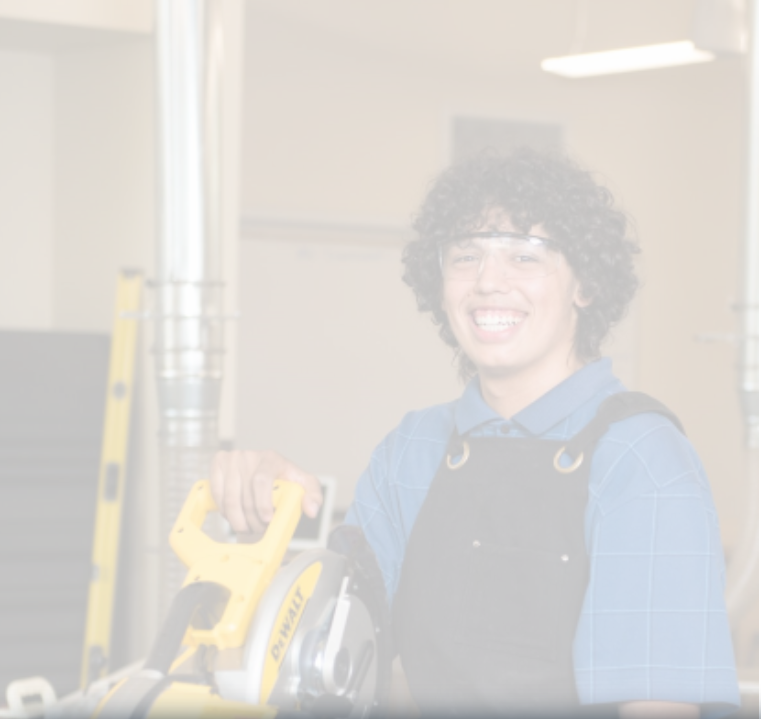
- Student Success Program
- Support for multi-lingual students and families
- HU certified support
- Coaching–foundational skills, secondary adoptions
- DEI professional learning and support



Challenges and Barriers

- Student needs continue to exceed our capacity
- Staffing and hiring challenges for some positions
- Increasing costs of staffing exceed funding





Escuelas de Bend-La Pine

Actualización sobre Cuenta para Inversiones
en Estudiantes

Antecedentes

- Ley para el Éxito de los Estudiantes de Oregón 2019 – \$1 billón anualmente
- Cuenta para Inversiones en Estudiantes (SIA) – \$700 millones anualmente
- Sustancialmente financiada a partir del 2021-22
- Para BLS, \$13,448,645 en el 2022-23



Metas/usos permitidos de SIA

- ***Meta de SIA: Mejorar el desempeño en las escuelas y reducir las brechas de desempeño en las poblaciones de estudiantes históricamente desatendidas.***
- Necesidades de salud y seguridad de los estudiantes
- Reducción del tamaño de las clases y el número de casos
- Mayor acceso a una "educación integral"



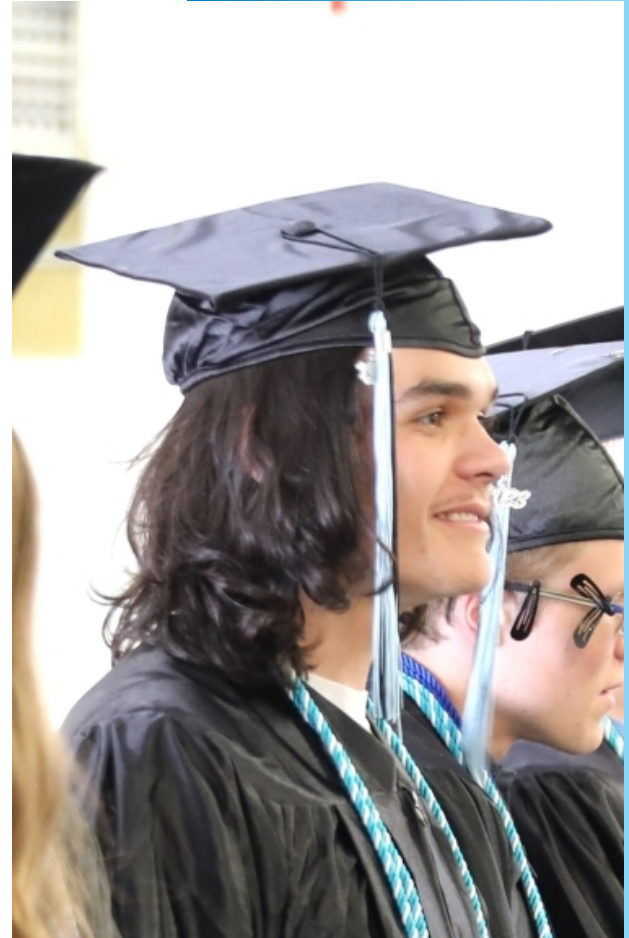
Prioridades de BLS

- Programa para el Éxito de los Estudiantes (24.5 FTE Consejeros certificados/26.0 FTE Asistentes educativos)
- Mayor asignación de personal en las escuelas históricamente desatendidas (HU), en todos los grados escolares (23.5 FTE)
- Incrementar el acceso
 - Programas multilingües (6.5 FTE Certificados / 3.0 FTE Enlaces para familias latinas certificados)
 - Educación especial: 10.0 FTE Certificados/3.0 FTE Clasificados
 - Asesoramiento de enseñanza: 5.0 FTE Certificados
 - Aprendizaje profesional sobre diversidad, equidad e inclusión: \$200,000



Éxitos

- Programa para el Éxito de los Estudiantes
- Apoyo para estudiantes y familias multilingües
- Apoyo certificado para HU
- Asesoramiento para destrezas básicas y adopciones de preparatorias/ secundarias
- Aprendizaje y apoyo profesional DEI



Desafíos y obstáculos

- Las necesidades de los estudiantes siguen excediendo nuestra capacidad
- Problemas de contratación y asignación del personal para algunas posiciones
- Los costos crecientes de la asignación del personal exceden el financiamiento





DISCUSSION ITEM: 2024-25 Budget Committee

PRESENTED BY: Brad Henry, Chief Operations and Financial Officer

EXECUTIVE SUMMARY:

The Bend-La Pine Schools' (BLS) Budget Committee is comprised of the seven elected members of the School Board and seven members of the community. The Budget Committee works with district staff to review and approve the school district's budget each year. A Budget Committee member's term is three years.

The following Budget Committee member's terms expired on June 30, 2023:

- Thomas Bahrman
- Sharon Bellusci
- Ned Lutz

All three individuals have expressed their desire to continue to serve on the Budget Committee. The Board may choose to reappoint any or all of the individuals by majority vote or may choose to post the positions as vacant.

RECOMMENDED MOTION:

I move to reappoint Thomas Bahrman in the position 1 seat, Sharon Bellusci in the position 6 seat, and Ned Lutz in the position 7 seat to 3-year terms on the Bend-La Pine Schools' Budget Committee.



ACTION ITEM: Approval of SIA (Student Investment Account) Grant Agreement

PRESENTED BY: Lora Nordquist, Asst. Superintendent

EXECUTIVE SUMMARY:

The Oregon legislature passed the Student Success Act, including the Student Investment Account (SIA), in 2019 and the District has been a recipient of these funds since then. For the 2023-24 school year, Bend-La Pine School is slated to receive up to \$15,747,254.17, enabling the district to fund its prioritized strategies, a partial listing of which are highlighted below:

- Funding our student success program, which was designed to support our students' behavioral, emotional, and mental health needs: 23.0 FTE certified counselors and 26.0 FTE classified staff/EAs;
- Providing additional certified staff to schools, especially in our schools with the largest numbers of historically and currently underserved (HU) students: 35.5 FTE across all grade levels;
- Supporting our multi-lingual students and families: 6.5 FTE certified staff and 3.0 FTE classified staff (Latino Family Liaisons);
- Supporting our students with disabilities: 10.0 FTE certified staff (Learning Specialists) and 3.0 FTE classified staff;
- Providing professional learning in the areas of diversity, equity, and inclusion: \$200,000;
- Supporting teachers' continuing professional learning with embedded instructional coaching: 7.5 FTE certified staff;
- Hire two TOSA (2.0 FTE) to coordinate the LEAD team which is curating anti-racism resources, piloting curriculum, and implementing effective instructional practices;
- Expanding our mental health partnership with Deschutes County (Healthy Schools): \$425,000;
- Sustain classified positions (10.0 FTE) who provide student safety (monitoring) at school campuses

As you can see by the scope and breadth of these investments, these additional supports will be invaluable to help the district continue to create a positive and inclusive learning environment.

ADMINISTRATIVE RECOMMENDATION:

We recommend approval of the proposed SIA Grant Agreement.

RECOMMENDED MOTION:

I move to approve the SIA Grant Agreement as presented.

STATE OF OREGON GRANT AGREEMENT

“Student Success Act – Student Investment Account”

Grant No. 34331

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Bend-LaPine Administrative SD 1 (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

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

SECTION 2: PURPOSE

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

SECTION 3: EFFECTIVE DATE AND DURATION

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

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

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

4.2 Grantee's Grant Manager is:

Losa


Laura Nordquist
Bend-LaPine Administrative SD 1
520 NW Wall St
Bend, OR 97703

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$15,747,254.17 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available in the Student Investment Account ("Funding Source"). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

deficiencies were corrected.

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

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

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

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

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

8.1.1 Grantee is a District duly organized and validly existing;

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

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

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

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

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

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

SECTION 9: OWNERSHIP

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

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

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

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

SECTION 10: CONFIDENTIAL INFORMATION

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

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

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

SECTION 11: INDEMNITY/LIABILITY

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

SECTION 12: INSURANCE

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

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

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

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

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

SECTION 16: REMEDIES

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
 - 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
 - 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

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

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

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

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Contracting Officer

11/08/2023
Date

Bend-LaPine Administrative SD 1

By: [Signature]
Authorized Signature

11-30-23
Date

Lora Nordquist
Printed Name

Deputy Supt.
Title

93-6000393
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue
Assistant Attorney General

November 8, 2023, via email
Date

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

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

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

The SIA grants are for two purposes:

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

SECTION II – PROJECT DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION III – PROJECT ACTIVITIES

Integrated Plan Implementation

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

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

Grantees must use the Grant Funds only for:

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

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

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

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

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

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

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

Subsection 2. Charter School Relationships

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

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

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

Charter School(s)		
Desert Sky Montessori	<input type="checkbox"/> Fully Administered	<input checked="" type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered
	<input type="checkbox"/> Fully Administered	<input type="checkbox"/> Partially Administered

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

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

SECTION IV - REPORTING REQUIREMENTS

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

Financial Reports

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

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

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

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

Integrated Plan Performance Reporting

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

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

SIA Grant Monitoring

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

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

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

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

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

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

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

Disbursement Date	Quarterly Amount
July 1	25% of funds allocated
October 1	25% of funds allocated
January 1	25% of funds allocated
April 1	25% of funds allocated

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

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

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

October 31

January 31

April 30

November 30 (Annual Report)

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

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

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

EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK BEND-LAPINE ADMINISTRATIVE SD 1

SECTION I – PROGRESS MARKERS FOR 2023-2025 BIENNIUM

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

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

A. Start to See: Early Signs of Progress

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

B. Gaining Traction: Intermediate Changes

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

C. Profound Progress: Substantial and Significant Changes

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

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

SECTION II – FINALIZED CO-DEVELOPED LPGTS

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

Target Type	2023-24	2024-25	2025-26	2026-27	2027-28
Four Year Cohort Graduation					
Baseline Target: All Students	84.30%	85.20%	86.00%	86.90%	87.80%
Stretch Target: All Students	85.20%	86.90%	88.60%	90.40%	92.20%
Gap-Closing Target: All Focal Group Students	73.10%	74.60%	76.10%	77.60%	79.20%
Five Year Cohort Completion					
Baseline Target: All Students	91.40%	92.30%	93.20%	94.20%	>95.00%
Stretch Target: All Students	92.30%	94.20%	>95.00%	>95.00%	>95.00%
Gap-Closing Target: All Focal Group Students	85.50%	87.20%	88.90%	90.70%	92.50%

9th Grade on-Track					
Baseline Target: All Students	87.30%	88.10%	89.00%	89.90%	90.80%
Stretch Target: All Students	88.10%	89.90%	91.70%	93.50%	>95.00%
Gap-Closing Target: All Focal Group Students	79.30%	81.70%	84.10%	86.70%	89.30%
3rd Grade ELA Proficiency					
Baseline Target: All Students	53.10%	53.70%	54.20%	54.70%	55.30%
Stretch Target: All Students	54.20%	55.80%	57.50%	59.20%	61.00%
Gap-Closing Target: All Focal Group Students	31.60%	33.20%	34.80%	36.60%	38.40%
Regular Attenders					
Baseline Target: All Students	59.00%	59.60%	60.20%	60.80%	61.40%
Stretch Target: All Students	59.60%	60.80%	62.00%	63.20%	64.50%
Gap-Closing Target: All Focal Group Students	31.00%	31.90%	32.90%	33.90%	34.90%

SECTION III - APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

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

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

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS

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

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

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

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

PROFESSIONAL LIABILITY

Required **Not required**

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

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

EXCESS/UMBRELLA INSURANCE

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

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

ADDITIONAL INSURED

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

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

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required **Not required**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

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



REPORT: Administrative Polices & Regulations for Review (12/12/2023)

PRESENTED BY: Steve Cook, Superintendent

EXECUTIVE SUMMARY:

Bend-La Pine Schools has a two-part, policy and regulation review process. Part one consists of the district sharing policies and regulations that are currently in review at a regularly scheduled school board meeting. Following the meeting, the district allows time for, and considers public feedback related to the proposed changes. Part two consists of the district review of feedback received and the presentation of the policies and regulations for adoption to the Board of Directors.

The following administrative policies and regulations are currently in review. A brief summary of the proposed changes are listed below and a redline version of each follows this executive summary.

Policy / Regulation Title	Reason for Update
GCBDA / GDBDA-AP: Family Medical & Military Leave	Multiple bills were passed in the 2023 legislative session amending Paid Family Medical Leave Insurance (PFMLI) and Oregon Family Leave Act (OFLA). Updates have been made to capture legislative updates as well as Oregon Administrative Rules that were implemented. House Bill 912 (2023), Senate Bill 913 (2023) & Senate Bill 999 (2023).
GCBDA / GDBDA-AR: Family Medical & Military Leave	Multiple bills were passed in the 2023 legislative session amending Paid Family Medical Leave Insurance (PFMLI) and Oregon Family Leave Act (OFLA). Updates have been made to capture legislative updates and defined procedures as well as Oregon Administrative Rules that were implemented. House Bill 912 (2023), Senate Bill 913 (2023) & Senate Bill 999 (2023).
GCBDF / GDBDF-AP: Paid Family Medical Leave Insurance	New Administrative Policy. With the passage of Paid Leave Family Medical Leave Insurance, employers are required to provide benefits as of September 3, 2023 through the state of Oregon or an equivalent plan provider.
IGAC-AR: Treatment of Religion in Schools	Revisions provide guidance when recognizing religious customs or beliefs in school settings as language updates to reflect current district practices and processes regarding student speech and dress, teaching and learning, celebrations, and decorations. Language specific to employment has been removed as it is addressed in GBA-BP: Equal Employment Opportunity. <i>IGAC-AR continues to be in review as the feedback received is being considered.</i>
IKFB-AP: Graduation Requirements	New Administrative Policy HB 2052 (2021) regarding Tribal Regalia was passed and became law, ORS 329.451(14) and recognizes and allows for American Indian / Alaska Native students to wear their tribal regalia or items of cultural significance at graduation and at other public-school ceremonies.

	<i>IGAC-AR continues to be in review as the feedback received is being considered.</i>
IKFB-AR: Wearing Items of Cultural Significance in Graduation Exercises	New Administrative Regulation Regulation helps define culture appreciation and who to work with at each school with any questions in partnership with IKFB-AP. <i>IGAC-AR continues to be in review as the feedback received is being considered.</i>

Feedback regarding the proposed changes will be accepted until 5:00 p.m. on December 20, 2023. To provide comment on any of the policies in review, please visit the [Policies page](#) of the District website or complete the comment form linked [here](#). Comment form opens Wednesday, December 13, 2023.



When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA) ~~of 1993~~, the Oregon Family Leave Act (OFLA) ~~of 1995~~, ~~the Military Family Leave Act as part of the National Defense Authorization Acts of 2008 and for fiscal year 2010 (which expanded certain leave to military families and veterans for specific circumstances)~~, the Oregon Military Family Leave Act (OMFLA) ~~of 2009~~, Paid Family Medical Leave Insurance (PFMLI), and other applicable provisions of state and federal law, Board policies, and collective bargaining agreements regarding family medical leave.

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

Generally, in order for an employee to be eligible for benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave. For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins; there is no minimum average number of hours worked per week. Special requirements apply during public health emergencies.

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

PMFLI is generally available to district employees who have earned \$1,000.00 in subject wages or taxable income during the alternate base years, contributions to the PMFLI fund in the alternate or base years and are otherwise eligible as defined in OAR 471-070-1010.

~~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 work weeks 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. The 50 employee test does not apply to educational institutions for determining employee eligibility.~~

~~OFLA and OMFLA applies to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.~~

~~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 and have worked at least 1,250 hours during the past 12-month period.~~

~~In order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours per week and have been employed at least 180 calendar days prior to the first day of the family medical leave of absence. For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.~~

~~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.~~

Federal and state leave entitlements generally run concurrently.

The Superintendent or designee will develop administrative regulations, as necessary, for the implementation of the provisions of both federal and state law.

END OF ADMINISTRATIVE POLICY

REVIEWED: 1/2007, 3/14/2023, [12/12/2023](#)

APPROVED: 1/2007, 4/1/2023

POLICY / REGULATION CROSS REFERENCE

[GCBD-AP: Leaves & Absences](#)
[GCBDA/GDBDA-AR: Family Leave](#)
[GCBDD/GDBDD-AP: Sick Time](#)
[GCBDF/GDBDF-AP: Paid Family Medical Leave Insurance](#)

LEGAL REFERENCE

ORS 332.507
~~ORS 342.545~~
ORS 695A.090

ORS 659A.093
ORS 659A.096
~~ORS 659A.099~~
OAR 839-009-0200 to -320
ORS 659A.150-695A.186

ORS 659B.010

Americans with Disabilities Act ~~of 1990~~, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (~~20172006~~); 28 C.F.R. Part 35 (~~20172006~~);
Family and Medical Leave Act ~~of 1993~~, 29 U.S.C. §§ 2601-2654; [U.S.C. §§ 6381-6387 \(2012\)](#); (~~2006~~); Family and Medical Leave Act ~~of 1993~~, 29 C.F.R. Part 825 (~~20172008~~);
~~National Defense Authorization Act of 2008, Public Law 110-181, Section 585(a)~~;
Americans with Disabilities Act Amendments Act [42 U.S.C. §§ 12101-12133 \(2018\)](#); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019). ~~of 2008~~.
~~National Defense Authorization Act for Fiscal Year 2010, Public Law 111-84, § 565~~.
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).
[Senate Bill 999 \(2023\)](#).



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. The 50 employee test does not apply to educational institutions for determining employee eligibility.

The Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA) applies to districts that employ 25 or more part-time or full-time employees in Oregon, 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 immediately preceding the year in which the leave is to be taken.

Employee Eligibility

Federal Family and Medical Leave Act (FMLA) benefits are available to employees who have been employed by ~~employees who have worked for~~ the district for at least 12 months, ~~(not necessarily consecutive)~~ and worked ~~for~~ at least 1,250 hours during the 12-month period immediately preceding the start of the leave, and work at a worksite that employs 50 district employees within 75 miles of the worksite.

An employee who has previously qualified for and has taken some portion of FMLA leave may request additional FMLA leave within the same leave year. In such instances, the employee ~~may need not need to~~ 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 the Oregon Family Leave Act (OFLA), the employee must work ~~applies to employees who work~~ an average of 25 hours or more per week during the 180 calendar days ~~or more~~ immediately prior to the first day of the start of the requested leave.¹ 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 ~~is eligible to take leave for purposes of OFLA of a covered employer is eligible to take leave for purposes of OFLA~~ during a period of time covered by a public health emergency except:

1. An employee who 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 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 ~~the district a covered employer~~ 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

¹ 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.

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 a 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.

An employee who has previously qualified for and has taken some portion of OFLA leave, may request additional OFLA leave within the same leave year. In such instances, the employee must requalify as an eligible employee for each additional leave requested unless one of the following exceptions apply:

1. An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some or all of 12 weeks of OFLA leave for any other purpose, need not requalify in the same leave year; ~~female employee who has taken 12 weeks of pregnancy disability leave need not requalify leave in the same leave year for any other purpose;~~
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. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason;
4. An employee unable to work because of a disabling compensable injury, as defined in ORS 656.005, need not requalify in order to use OFLA leave following a period the employee is off work due to the compensable injury; and
5. An employee who has taken serious health condition leave to care for a family member who dies during the employee's serious health condition leave need not requalify to take leave for the death of that family member.

OMFLA applies to employees who work an average of at least 20 hours per week. There is no minimum number of days worked when determining employee eligibility for OMFLA.

In determining if an employee has been employed for the preceding 180 calendar days, ~~when applicable,~~ the ~~district 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 ~~the 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, the ~~district employer~~ must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

Qualifying Reason

Eligible employees may access FMLA leave for the following reasons:

1. Serious health condition of the employee or the employee's covered family member. ~~Serious health condition means and illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. 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. 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.~~

~~a.—Inpatient care;~~

- ~~b.—Continuing treatment;~~
- ~~c.—Chronic conditions;~~
- ~~d.—Permanent, long-term or terminal conditions;~~
- ~~e.—Multiple treatments;~~
- ~~f.—Pregnancy and prenatal care.~~

2. Parental leave² (separate from eligible leave as a result of a child’s serious health condition):
 - a. Bonding with and the care for the employee’s newborn (within 12 months following birth);
 - b. Bonding with and the care for a newly adopted **child** or newly placed foster child under the age of 18 (within 12 months of placement);
 - c. Care for a newly adopted **child** 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.
3. Military 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: leave arising out of the foreign deployment of the employee’s spouse, **child, son, daughter** or parent.

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee’s covered family member. **Serious health condition means:**
 - a. **An illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility;**
 - b. **An illness, disease, or condition that in the medical judgment 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, as defined in ORS 659A.150(7) and OAR 839-009-0210(22).**
 - ~~e.—Continuing treatment;~~
 - ~~f.—Chronic conditions;~~
 - ~~g.—Permanent, long-term or terminal conditions;~~
 - ~~h.—Multiple treatments;~~
 - ~~i.—Pregnancy and prenatal care.~~
2. Parental leave (separate from eligible leave as a result of the child’s serious health condition):
 - a. Bonding with and the care for the employee’s newborn (within 12 months following birth);
 - b. Bonding with and the care for a newly adopted **child** or newly placed foster child under the age of 18 (within 12 months of placement);
 - c. Care for a newly adopted **child** 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 Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

3. Sick Child Leave: leave for non-serious health conditions of the employee's child. For OFLA, sick child leave includes absence to care for an employee's child whose school or childcare provider has been closed³ in conjunction with a statewide public health emergency declared by a public health official.⁴
4. Bereavement Leave: leave related to the death of a covered family member. Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.
5. Eligible employees may access OMFLA 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.
6. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same **district designated-leave year period** may be reconfirmed at the start of each qualified leave requested.

Definitions

1. Family member:

a. For the purposes of FMLA, "family member" means:

- (1) Spouse – individuals in marriage, including "common law" marriage and same-sex marriage;
- (2) Parent;
- (3) Child; or
- (4) Persons who are "in loco parentis."

b. For the purposes of OFLA, "family member" means:

- (1) Spouse or domestic partner;
- (2) Child or the child's spouse or domestic partner;
- (3) Parent or the parent's spouse or domestic partner;
- (4) Sibling or step-sibling, or the sibling's or step-sibling's spouse or domestic partner;
- (5) Grandparent or the grandparent's spouse or domestic partner;
- (6) Grandchild or the grandchild's spouse or domestic partner;
- (7) Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

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 provisions 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.*

³ "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).

⁴ 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.

- ~~(8) —Registered, same-gender domestic partner;~~
- ~~(9) —Parent;~~
- ~~(10) —Parent-in-law;~~
- ~~(11) —Parent of employee’s registered, same-gender domestic partner;~~
- ~~(12) —Child;~~
- ~~(13) —Child of employee’s registered, same-gender domestic partner;~~
- ~~(14) —Grandchild;~~
- ~~(15) —Grandparent; or~~
- ~~(16) —Persons who are “in loco parentis”~~

2. Child:

- a. For the purposes of FMLA, “child” means a biological or adopted child, a foster child, 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 under FMLA, “child” means the employee’s ~~child son or daughter~~ on covered active duty regardless of that child’s age.
- c. For the purposes of OFLA, “child” means a biological or adopted child, a foster child or stepchild of the employee, the child of the employee’s ~~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 in the place of the parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Next of kin:

For the purposes of FMLA ~~and Military Caregiver Leave under FMLA~~, “next of kin” means the nearest blood relative other than the servicemember’s spouse, parent, or ~~child son or 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 servicemember by court decree or statutory provisions;
- b. ~~Siblings Brothers or sisters;~~
- c. Grandparents;
- d. ~~Siblings of parents and their spousesAunts and uncles;~~ and
- 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 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 who was: ~~veteran who 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 the eligible employee takes FMLA leave to care for the covered veteran. before the eligible employee first takes FMLA, 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, the district will use a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which family leave commences. ~~a “rolling” 12-month period measured backward from the date the employee uses any family and medical leave.~~ The same method for calculating the one-year 12-month period for FMLA and OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district’s designated 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 period⁵. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district’s designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted child or foster child, ~~or~~ the care for an adopted child or foster child after placement, or to care for the employee’s parent’s serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee’s leave entitlement within the district’s designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period. 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.⁶ 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.⁷

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.

⁵ 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.

⁶ 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.

⁷ 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.

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.

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12⁸. 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 workweek⁹. 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.

Intermittent Leave

With the exception of parental leave, which must be taken in one continuous block of time, an eligible employee is permitted under FMLA and OFLA to take intermittent leave for any qualifying reason.

Intermittent leave is taken in multiple blocks of time (i.e., hours, days, weeks, etc.) rather than in one continuous block of time and/or ~~requiring~~ ~~an altered~~ ~~modified~~ or reduced work schedule. For OFLA this includes but 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 childcare provider due to a statewide public health emergency declared by a public health official.

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

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

~~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~~
- ~~2. 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.~~

An employee's FMLA and/or OFLA intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

Holidays or days in which the district is not in operation, are not counted against the eligible employee's intermittent OFLA leave period unless the employee was scheduled and expected to work on any such day.

Alternate Work Assignment

The district may transfer an employee recovering from a serious health condition to an alternate position which accommodates the serious health condition provided:

1. The employee accepts the position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

⁸ 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.

⁹ 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.

3. The transfer is compliant with any applicable collective bargaining agreement;
4. The transfer is compliant with state and federal law, including but not limited to the applicable protections provided for in FMLA and/or OFLA; and
5. The transfer is not used to discourage the employee from taking FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on 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 to accommodate the leave, and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreements;
4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;
5. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
6. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

If an eligible employee is transferred to an alternative position to accommodate the employee's serious health condition, and as a result the employee works fewer hours than the employee was working in the original position, the employee's FMLA and/or OFLA leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. ~~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.

Special Rules for School Employees

For the purposes of FMLA, "instructional employee" means those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. Athletic coaches, driving instructors and special education assistants, such as interpreters for the hearing impaired, are included in this definition. This definition does not apply to teacher assistants or aides who do not have as their principal job actual teaching or instructing, counselors, psychologist, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

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

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

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

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

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

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

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

- a. When the qualified leave begins more than five weeks before the end of the school year:
 - (1) For the purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the school year provided:
 - (a) The leave will last at least three weeks; and
 - (b) The employee would return to work during the three-week period before the end of the term.
 - (2) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain in leave until the end of the school year, provided:
 - (a) The leave will last at least three weeks; and
 - (b) The employee's return to work would occur within three weeks of the end of the school year.
- b. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided:
 - (1) The leave will last more than two weeks; and
 - (2) The employee would return to work during the two-week period before the end of the school year.
- c. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member, or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days.

If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

Paid/Unpaid Leave

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Subject to any related [Paid Family Medical Leave Insurance \(PMFLI\) leave taken via Paid Leave Oregon or an equivalent plan will run concurrently with OFLA and FMLA when taken for the same purpose.](#) Subject to any provisions in any applicable collective bargaining agreement, an employee may elect to use any available accrued paid leave including personal and sick leave, or available accrued vacation leave

during the leave period as established by ~~Board~~ policy and/or collective bargaining agreements. This includes when an employee is being paid through PMFLI. The district will notify the eligible employee that the requested leave has been designated as FMLA and/or OFLA leave and ask the employee about the use of available accrued paid leave.

~~,if required by the 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 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 who request OMFLA leave shall not be required to use any available accrued paid time off during the OMFLA leave period.

Benefits and Insurance

When an eligible employee returns to work following a FMLA or OFLA qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other district employer's policy provide otherwise.¹⁰ The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

For the purposes of FMLA and OFLA, the district will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to pay the employee portion of any such group health insurance contribution as a condition of continued coverage.

For the purposes of FMLA qualified leave, the district's obligation to maintain the employee's group health insurance coverage will cease if the employee's contribution is remitted more than 30 calendar days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

Fitness-for-Duty Certification

Prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA and/or OFLA leave. Failure to provide the certification may result in a delay or denial of reinstatement.

For the purposes of FMLA qualified leave, any costs associated with obtaining the fitness-for-duty certification shall be borne by the employee.

¹⁰ See also ORS 342.934(4)(d) in reduction force situations.

For the purposes of OFLA qualified leave, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

If the leave is qualified under both FMLA and OFLA, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

Application

Under federal and state law, an eligible employee requesting FMLA and/or OFLA leave shall provide at least 30 days' notice prior to the leave date if the leave is foreseeable. The notice shall be written and include the anticipated start date, duration, and reasons for the requested leave. When appropriate, the eligible employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district.

The district may request additional information to determine that the requested leave qualifies as FMLA and/or OFLA leave. The district may designate the employee as provisionally on FMLA and/or OFLA leave until sufficient information is received to properly make a determination. An eligible employee able to give advance notice of the need to take FMLA and/or OFLA leave must follow the 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 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.

For the purposes of OFLA, an eligible employee is required to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

When an employee fails to give advance notice for both the FMLA and OFLA above, the district must choose the remedy that is most advantageous to the employee, [as described in OAR 839-009-0250\(4\)\(c\).](#)

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

Medical Certification

The district may require an eligible employee to provide medical documentation, when appropriate, to support the stated reason for such leave, other than to care for a child who requires home care due to the closure of the child's school or childcare provider as a result of a public health emergency. The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

[Any additional certifications, including second and third opinions, will be in accordance with applicable law.](#)

~~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

- 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.

Posted Notification

The district will post the Bureau of Labor and Industries (BOLI) Family leave notice in each building or worksite that is accessible to and regularly frequented by employees. The district will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints. ~~Any notice required by federal and state laws explaining employee rights and responsibilities will be posted in all district schools and facility offices and the district office.~~ Additional information may be obtained by contacting the Human Resources Department.

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 FMLA¹¹ and OFLA¹² leave requirements.~~

Federal vs. State Law

Both federal and state law contain provisions regarding leave for family illness. Federal regulations state an employer must comply with both laws; that the federal law does not supersede any provision of state law that provides greater family leave rights than those established pursuant to federal law; and that OFLA and FMLA leave entitlements run concurrently. State law requires that FMLA and OFLA leave entitlements run concurrently when 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.~~

END OF ADMINISTRATIVE REGULATION

REVIEWED: 3/14/2023, 12/12/2023

APPROVED: 4/11/2023

¹¹ Poster available at <https://www.dol.gov/agencies/whd/fmla/posters>.

¹² Poster available at <https://www.oregon.gov/boli/employers/pages/required-worksites-postings.aspx>.

POLICY / REGULATION CROSS REFERENCE

GCBD-AP: Leaves & Absences
GCBDA/GDBDA-AR: Family Leave
GCBDD/GDBDD-AP: Sick Time
GCBDF/GDBDF-AP: Paid Family Medical Leave Insurance

LEGAL REFERENCE

DRAFT 12.12.23



Bend-La Pine Schools participates in Paid Family and Medical Leave Insurance (PFMLI) and has selected American Fidelity Assurance Company as the district's equivalent plan provider to administer Paid Leave Oregon (PLO) benefits. This includes submitting employee and employer contributions to the equivalent plan provider as required by state law.¹ The district does not administer PFMLI or PLO. All applications and related questions should be directed to the district's equivalent plan provider.

Definitions

1. "Family leave" means leave from work taken by a covered individual:
 - a. To care for and bond with a child during the first year after the child's birth or during the first year after the placement of the child through foster care or adoption; or
 - b. To care for a family member with a serious health condition.
2. "Family leave" does not mean:
 - a. Leave described in Oregon Revised Statute (ORS) 659A.159 (1)(d) (non-serious health condition of child or school or childcare provider closure due to public health emergency);
 - b. Leave described in ORS 659A.159 (1)(e) (death of a family member); or
 - c. Leave authorized under ORS 659A.093 (leave for spouses of members of the military upon deployment or call to active duty).
3. "Family member" means:
 - a. The spouse of a covered individual;
 - b. A child of a covered individual or the child's spouse or domestic partner;
 - c. A parent of a covered individual or the parent's spouse or domestic partner;
 - d. A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
 - e. A grandparent of a covered individual or the grandparent's spouse or domestic partner;
 - f. A grandchild of a covered individual or the grandchild's spouse or domestic partner;
 - g. The domestic partner of a covered individual; or
 - h. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.
4. "Medical leave" means leave from work taken by a covered individual that is made necessary by the individual's own serious health condition.
5. "Safe leave" means leave related to domestic violence, harassment, sexual assault, stalking and relocation for health and safety reasons as provided in ORS 659A.272.
6. "Serious health condition" means an illness, injury, impairment, or physical or mental condition of a claimant or their family member that:
 - a. Requires inpatient care in a medical care facility such as, but not limited to, a hospital, hospice, or residential facility such as, but not limited to, a nursing home or inpatient substance abuse treatment center;

¹ The overall contribution will be determined by the equivalent plan provider 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.

- b. In the medical judgment of the treating health care provider poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;
- c. Requires constant or continuing care, including home care administered by a health care professional;
- d. Involves a period of incapacity. "Incapacity" is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days. A period of incapacity includes any subsequent required treatment or recovery period relating to the same condition. The incapacity must involve one of the following:
 - (1) Two or more treatments by a health care provider; or
 - (2) One treatment plus a regimen of continuing care.
- e. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as, but not limited to, asthma, diabetes, or epilepsy;
- f. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as, but not limited to, Alzheimer's Disease, a severe stroke, or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;
- g. Involves multiple treatments for restorative surgery or for a condition such as, but not limited to, chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three calendar days;
- h. Involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care; or
- i. Involves any period of absence from work for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.

Eligibility

1. To be eligible for PLO benefits, an individual must:
 - a. Be an employee of the district²;
 - b. Earn at least \$1,000 in the base or alternate base year³;
 - c. Contribute to the PLO in accordance with state law;
 - d. Experience an event qualifying the employee for:
 - (1) Family leave;
 - (2) Medical leave; or
 - (3) Safe leave.
 - e. Submit an application to the equivalent plan provider;
 - f. Have not exceeded maximum paid leave for the year; and
 - g. Have no current disqualifications⁴.

Leave

PLO can be used for family leave, medical leave, or safe leave. Up to 12 weeks of paid leave can be taken per benefit year.⁵ Leave can be taken in one-day increments and can be consecutive or nonconsecutive.

² 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 to be eligible for PFMLI, but this policy only applies to employees of the district.

³ Pay could come from another Oregon employer.

⁴ Disqualifications may include eligibility for Workers' Compensation or Unemployment or determination of a willful false statement or failure to report a material fact to obtain benefits. See OAR 471-070-1010(1)(h).

⁵ In some pregnancy-related situations, employees may be able to take two additional weeks, for a total for 14 weeks.

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. Bend-La Pine Schools will allow an employee, on an approved Paid Leave Oregon leave, to top off their PLO compensation, to replace their wages up to 100% of the employee’s average weekly wage, by supplementing with the employee’s available accrued leave. An employee who elects to top of their PLO compensation must determine the order in which available accrued leave is used. An employee may also choose to not top off their PLO compensation.

Paid Leave Oregon (PLO) may run concurrently with the Oregon Family Leave Act (OFLA) and/or the Family Medical Leave Act (FMLA).

END OF ADMINISTRATIVE POLICY

REVIEWED: 12/12/2023

APPROVED:

POLICY / REGULATION CROSS REFERENCE

G CBD-AP: Leaves & Absences
G CBDA/G DBDA-AP: Family Medical Leave
G CBDA/G DBDA-AR: Family Leave
G CBDD/G CBDD-AP: Sick Time

LEGAL REFERENCE

ORS 657B	OAR 471-070
HB 912 (2023)	
SB 913 (2023)	
HB 999 (2023)	