

CENTRAL LINN SCHOOL DISTRICT
239 W. 2nd St, HALSEY OR

REGULAR SCHOOL BOARD MEETING
ELEMENTARY LIBRARY/ZOOM
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Meeting ID: 448 036 5537

INDIVIDUALIZED EDUCATION FOR ALL LEARNERS
June 12, 2023
6:30 P.M.

- 1.0 ROLL CALL Dena Crowell
Zone 1, Carie Simon; Zone 2, Tony Isom; Zone 3, Parker Leigh; Zone 4, Suzanne Parker; Zone 5, Jason Curtis; Zone 6, Kirt Glenn; Zone 7, David Karo
- 2.0 GOOD OF THE ORDER / COMMUNICATIONS David Karo
- 2.1 Agenda Adjustments David Karo
 - 2.2 ASB Report ASB Representative
 - 2.3 Natural Resources Program Award Courtney Grisel, Sierra Pacific Rep.
 - 2.4 Weyerhauser Giving Fund Matthem Fiorito
 - 2.5 Community Partnerships Michelle Isom
 - 2.6 WREN Grant Update DeAnna Kildea
 - 2.7 Public Comment on Longitudinal Performance Growth Target Data Candace Pelt
 - 2.8 Special District Election Results David Karo
- 3.0 BUDGET HEARING Celeste Van Cleave
- 3.1 Public Testimony on the 2023-2024 Budget
 - 3.2 Discussion
 - 3.3 Close Hearing
- 4.0 ACTION / BUSINESS
- 4.1 Approve April Work Session Minutes David Karo
 - 4.2 Approve Minutes of the May Regular Board Meeting David Karo
 - 4.3 Approve Budget Committee Minutes David Karo
 - 4.4 Adopt 2023-2024 Budget Resolutions Celeste Van Cleave
 - 4.5 Staff Acknowledgements Candace Pelt
 - 4.6 Approve Hire of Licensed Staff Candace Pelt
 - 4.7 Approve Hire of Administrative Staff Candace Pelt
 - 4.8 Approve Demolition Contract Celeste Van Cleave
 - 4.9 Adopt Board Policy: Candace Pelt
 - AC-AR, Discrimination Complaint Procedure
 - JGE, Expulsion
 - 4.10 Board Policy: First Reading Candace Pelt
 - GCBDF/GDBDF and AR, Paid Family Medical Leave Insurance
 - 4.11 Recommendation for Policy Committee: Candace Pelt
 - Board Policy FL, Facility/Field Use
 - 4.12 Approve Surplus Equipment Celeste Van Cleave

5.0 REPORTS

5.1 Financial Report

5.2 Superintendent

David Karo
Celeste Van Cleave
Candace Pelt

6.0 AUDIENCE COMMENTS

The Board is interested in hearing from our community. Public comments are welcome at the specified place on the agenda. Comments need to be about district operations and programs. The Board is unable to hear in open session any matters related to personnel or students. If you have personnel concerns, please share those directly with the superintendent. If you have a complaint, you wish the district to address, please follow our policy KL (public) or GBM (staff).

6.1 Board Chair Responses

David Karo

David Karo

7.0 ADJOURN

David Karo

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 72 hours before the meeting to Dena Crowell, Executive Assistant, 32433 Hwy 228, Halsey Oregon, 97348, 541-657-8192. If needed, you may contact the Oregon Telecommunications Relay Service at 1-800-735-9200 for assistance in contacting the District. Central Linn is an equal opportunity educator and employer.

AGENDA EXPLANATIONS

2.6 WREN Grant Update - This year the elementary school received a grant through the Western Regional Educators Network (WREN) to form a committee at the elementary school to focus on teaching and practicing empathy with students. DeAnna will provide an update on what was done and what was learned.

2.8 Special District Election Results - In the past, the Board would be approving election results that were submitted by the Linn County Elections Office at the June Board meeting. Election law changes results in the publication of final results and write in votes changed to where unsigned ballot return identification envelopes and challenges can be resolved up until 21 days after Election Day. Since there is a possibility that a challenged ballot could be cured and contain a write in, the posting of these results does not occur until sometime between the 21st and 27th day after Election Day. These results will state "Final and Official". Candidates that receive the most votes will need to file a write in acceptance form to indicate that the written in candidate accepts the office. The district in turn, based on the "Abstract of Votes", will need to notify the Clerk's Office that the write in candidate qualifies and indicates in writing that they accept the results from the "Abstract of Votes".

4.3 Adopt 2023-2024 Budget Resolutions - Enclosed are the resolutions necessary for adopting the budget.

- Resolution 6-01-23 Adopting the Budget. Summarizes the total of the adopted budget. Required resolution to formally adopt the amount of the 23/24 budget.
- Resolution 6-02-23 Resolution Making Appropriations. Central Linn appropriates the budget at the major function level to allow maximum flexibility of spending within functions and individual account lines. This method of appropriation is the most common type within Oregon school districts. All special revenue funds are appropriated together. The Resolution Making Appropriations authorizes spending authority according to the figures listed.
- Resolution 6-03-23 Resolution Imposing and Categorizing Taxes - Combined. This resolution is necessary to provide property taxing authority for Central Linn School District. Public entities must adopt a resolution to impose taxes in order to submit taxing authority to the local county agency. The \$4.6179 tax rate was permanently set with Measure 50 in 1997 and is not adjustable.

4.4 Staff Acknowledgements - Acknowledge the hire of Jesse Lee and Rod Baney, Co-Assistant Varsity Football Coaches; Scott Roth, Boys' Varsity Basketball Coach; Tracey Pugh, Elementary Library Technician and Connor Debban, JV Boys' Basketball Coach.

4.5 Approve Hire of Licensed Staff - Superintendent Pelt recommends to the Board the hire of Juliene Cornman, CLHS Special Education Teacher and Joyce Garland, CLHS English Language Arts Teacher, both on probationary teaching contracts.

4.6 Approve Hire of Administrative Staff - Superintendent Pelt recommends to the Board the hire of our new Jr/Sr High Vice Principal, with a contract start date of July 1, 2023.

4.7 Approve Demolition Contract - Greg Payne Trucking & Construction was awarded the contract through the RFP process. Contract enclosed for Board approval.

4.8 Adopt Board Policy:

AC-AR - Discrimination Complaint Procedure, Is a Required update and is also one of the few ARs that requires Board approval (suggested language is enclosed)

JGE, Expulsion, Is a Required policy update (suggested language is enclosed)

4.9 Board Policy: First Reading: GCBDF/GDBDF and AR are **Highly Recommend NEW** policies.(see attached OAR/ORS informative sheet)

4.10 Approve Surplus Equipment - See enclosed list. Items listed are classified as vintage and no longer used in our CTE classes. Values based on similar models listed on ebay. Once the items are surplus they will be listed for public sale.

UPCOMING EVENTS

OSBA Summer Board Conference - August 11-13th, Salem Convention Center. Registration opens May 24th. Please let Dena know of your intent to participate; virtually or in-person.

Next Board Meeting - August 14, 2023 @ 6:30 p.m. @ CLES Library and Zoom

Board Retreat - August 18th at Brownsville City Hall, Community Room and August 19th, Halsey City Hall, Community Room. 9:00 a.m. to 3:00 p.m.

On April 4, 2023, members of the Central Linn School Board met with Steve Carothers to discuss the high school locker rooms. The meeting was held in Central Linn High School Room 804 and via Zoom. The meeting began at approximately 6:02 p.m.

1.0 ATTENDANCE

Members Present: David Karo, Carie Simon, Jason Curtis, Kirt Glenn, Suzy Parker, Parker Leigh, Jason Curtis

Members Absent: Tony Isom

Others Present: Candace Pelt, Dena Crowell, Celeste Van Cleave, Steve Carothers, James Shannon

2.0 FACILITIES PLANNING

Dr. Pelt started the meeting by informing the Board that the Ag Building Demolition RFP will be posted next Monday. Bids will be due May 9th with a demolition start date of May 15th. It is an aggressive schedule but we want to start building construction by July 1st.

Dr. Pelt introduced community member Steve Carothers. Steve will be leading the discussion on the Central Linn High School locker room renovation plan.

Locker Room Update

Steve stated his original thought was to bulldoze the existing locker rooms but thinks that may be a waste of time and money and to have a larger locker room would be unnecessary. He informed the Board that he will be working with licensed engineers at Cascade Consulting to do a thorough walk through of the existing locker rooms to determine the structural design. The new plan is to find original blueprints of the locker rooms, walk through with an engineer, determine the usability of the existing locker room shell, gut the inside and redo the locker room layout. Steve stated he plans to utilize David Karo's drawings with some modifications and obtain proper permits.

If it is determined that the wall structural integrity is intact, then he will price out all construction phases. The roofing plan is leave structural trusses intact and add a new pitched roof, to ensure the roof will not hold water and to use composition roofing. The roofing plan may cost \$8,000-9,000 to complete. Steve already has a new roof truss plan engineered. Plumbing will also be redone.

The Board needs to make a decision if they prefer to rebuild the existing structure, once the structure is approved, or to move forward with a new locker room facility. Ideally, renovating the existing building the plan would be for completion by August 15th at the start of Fall sports but construction will more than likely be overlapping with the Ag building construction.

Steve estimated that a new locker room would cost approximately \$300,000-\$400,000 and would require a bidding process. If the Board chose to go with the new locker rooms, construction will not begin until after the Ag building is completed. It was mentioned that now is a better time for construction projects with the economy settling down, labor and supplies more available.

Dr. Pelt informed the Board that a final decision will not be made tonight. Board consensus was to have Steve go forward with meeting with Cascade Consulting and to get some estimates on construction costs.

In addition, Steve informed the Board that he will be meeting a fencing specialist to walk the High School grounds to get an estimate on what it will cost to install a perimeter fence. He will have a plan drawn up and will present that to the Board. He stated he would prefer a locking entrance gate that will be closed at all times with an access code for entry during the school day. All agree that Central Linn has been fortunate to not have any worsening security issues from what we have already experienced.

With no further business before the Board, Chair Karo adjourned the meeting at approximately 6:44 p.m.

Dena Crowell, Board Secretary

David Karo, Board Chairman

Date Approved

1.0 FLAG SALUTE/ROLL CALL

On May 8, 2023 Chair Karo called the meeting to order at approximately 6:30 p.m. in the Central Linn High School Cafeteria and via Zoom.

Members Present: David Karo, Kirt Glenn, Suzy Parker, Parker Leigh, Carie Simon attended via Zoom, Jason Curtis

Others Present: Candace Pelt, Celeste Van Cleave, Dena Crowell, Tia Parrish, Ron Whitted, Darrelle Parker, Tim Otis, Jamie Derrickson, Kathy Smith

2.0 GOOD OF THE ORDER/COMMUNICATIONS

2.1 Agenda Adjustments: Add 3.9, FFA Washington D.C. Trip

2.2 ASB Report: None

2.3 Oregon Natural Resources Education Fund Grant: Forestry Teacher, Darrelle Parker, was awarded an \$1,100 Oregon Natural Resources Education Fund Grant by Tim Otis, Grant Representative. Grant funds received will be used to purchase fire school equipment.

2.4 Community Partnerships: None

2.5 Longitudinal Performance Growth Target Presentation (LPGT): Dr. Pelt reported that under the Integrated Guidance Plan is the required annual Board update of LPGT data: Graduation Data, 9th Grade On-Track Data, 3rd Grade ELA Data and Attendance Data. Dr. Pelt presented on five - year LPGT data to the Board and informed them that some of this data will be mapped out in the Strategic Plan, within the Engaged Learning Pillar.

3.0 ACTION/BUSINESS

3.1 Approve Minutes of the April Board Meeting: Director Parker made a motion to approve the April Board Meeting minutes, with revision. Director Leigh second the motion. Motion passed 6-0. Director Simon abstained from vote due to technical difficulties.

3.2 Approve April Budget Committee Work Session Minutes: Director Isom made a motion to approve the April Budget Committee Work Session Minutes, as presented. Director Curtis second the motion. Motion passed 4-0. Vice-Chair Isom and Director Glenn abstained from vote. Director Simon abstained due to technical difficulties.

3.3 Appoint Budget Committee Member: Director Parker made a motion to appoint Ron Whitted as Budget Committee Member for Zone 6. Vice-Chair Isom second the motion. Motion passed 7-0.

3.4 Acknowledge Staff Changes: The Board acknowledged resignations of Sarah Bright, High School Science Teacher; Savannah Ashcraft, Elementary Art Teacher; John Holman, Assistant Varsity Boys' Basketball Coach and the retirement of Sylvia Alloway, Elementary ELL Teacher at the end of this school year. In addition, acknowledged the hire of Mike Day and Zach Smith as Varsity Football Coaches.

3.5 Approve Hire of Administrative Staff: Director Leigh made a motion to approve the hire of Dean Rech, Central Linn Jr/Sr High Principal. Vice-Chair Isom second the motion. Discussion: Director Curtis wanted it on record that this hire recommendation followed a hire process. Dr. Pelt confirmed that a process was followed, feedback was received, and reminded the Board that hiring of personnel ultimately is the superintendent's decision. Motion passed 7-0.

3.6 Approve 2023-2024 Board Meeting Schedule: Director Leigh made a motion to approve the 2023-2024 Board Meeting Schedule, as presented. Director Parker second the motion. Motion passed 7-0.

3.7 Approve Summer Board Retreat Date: Chair Karo made a motion to approve the Summer Board Retreat dates of August 18th and August 19th (location is to be determined). Director Parker second the motion. Motion passed 7-0.

3.8 Acknowledge Board Policy - First Reading:
AC-AR, Discrimination Complaint Procedure
JGE, Expulsion
JFCF-AR, Hazing/Harassment/Intimidation/Menacing/Bullying/Cyberbullying/Teen
Dating Violence Reporting Procedures - Student
KL-AR, Public Complaint Procedure

Discussion: Director Curtis asked for clarification on what is considered "Required" as to policy updates. Dr. Pelt informed that after the state passes law, OSBA then translates that law into Board Policies and after that time the District can seek clarification on the language that needs to be added.

3.9 FFA Washington D.C. Trip: FFA Teacher, Kathy Smith, presented to the Board on the Washington Leadership Conference; Develop Skills for Future Leaders summer trip. Ms. Smith informed the Board that this trip is kind of like a camp and that she is assisting five current FFA members and one FFA Alumni chaperone with their travel itinerary that will begin June 13th with a return date of June 18th. Supervision while at the conference will be provided by the National FFA staff. Director Curtis made a motion to delegate the approval of the FFA Washington D.C. Trip to Dr. Pelt. Vice-Chair Isom second the motion. Motion passed 6-0. Director Simon abstained due to technical difficulties.

4.0 REPORTS

4.1 Financial Report: Celeste Van Cleave announced that the budget document was published today. Updates: all surplused vehicles sold except the buses. Mrs. Van Cleave will connect with a wrecking yard in the removal of remaining surplused buses; one will be kept for transportation storage during demolition project. Tomorrow is the opening of the Demolition RFP bids via Zoom and Thursday the auditor will be doing interim field work at the district office.

4.2 Superintendent Report: Dr. Pelt reported this week is Teacher Appreciation Week. The district's goal is to connect with every student and every coach recently interviewed stated they have that same goal; to reach out to disconnected students, to pull them in, and to connect with them as we go into next school year. Dr. Pelt wants the AG Building plan to be communicated in four phases; first phase is the demolition of the existing structure, second phase is the addition of the shell and some classrooms, third phase is the addition of a culinary space and the last phase is the addition of a mechanic space.

Dr. Pelt announced that the High school's boiler was reported to be unrepairable by two contractors, a third opinion is scheduled. At this time, the District is looking at different heating options such as the installation of mini splits in all classrooms/spaces that do not operate on the existing boiler. The cost equates to approximately \$200,000 though mini splits can be transferable, if needed, to another building. Dr. Pelt concluded the meeting by informing of upcoming dates: Graduation on June 10th, Sixth Grade Promotion on June 13th and the Eighth Grade Promotion on June 14th.

5.0 AUDIENCE COMMENTS

None Given

5.1 Board Chair Responses: None

6.0 ADJOURN

With no further business before the Board, Chair Karo adjourned the meeting at approximately 7:39 p.m.

Dena Crowell, Board Secretary

David Karo, Board Chair

Date Approved

1.0 CALL TO ORDER

On May 15, 2023, Board Chair, David Karo called the first budget committee meeting to order at approximately 6:30 p.m. in the Central Linn High School Cafeteria and Zoom.

2.0 ROLL CALL

Members Present: Kirt Glenn, Suzy Parker, Jason Curtis, David Karo, Parker Leigh, Ron Whitted, Stacey Winter, Kyle Olson, Johnna Neal

Absent: Tony Isom, Willie Tenbusch, Carie Simon, George Price

Employees Present: Candace Pelt, Superintendent; Celeste Van Cleave, Business Manager; Dena Crowell, Board Secretary

Others: None

3.0 INTRODUCTION OF BUDGET COMMITTEE MEMBERS

Committee members introduced themselves

4.0 ELECTION OF BUDGET OFFICERS

- Parker Leigh nominated Kyle Olson as Budget Committee Chair. Johnna Neal seconded the motion. Motion passed 7-0. Kyle Olson abstained from vote.
- Parker Leigh nominated Johnna Neal for Budget Committee Vice-Chair; Johnna declined after consideration she accepted the nomination. Kyle Olson seconded the motion. Motion passed 8-0.

5.0 ESTABLISH COMMITTEE PROCEDURES

5.1 Johnna Neal made a motion to adopt Robert's Rule of Order for Budget Committee procedures. Ron Whitted second the motion. Motion passed 8-0.

5.2 Celeste Van Cleave reviewed the Budget Committee Calendar.

5.3 Dr. Pelt reviewed the Budget Committee Ground Rules.

6.0 REVIEW COMMITTEE RESPONSIBILITIES

Dr. Pelt explained that the Budget Committee has the responsibility to ensure that the budget aligns with district goals and is fiscally responsible. Dr. Pelt then explained that the Budget Committee does not set programs or staffing but sets function level priorities.

7.0 BUDGET MESSAGE

Dr. Pelt referred the committee to the Budget Message in their budget binders. The budget presented follows required statute and is based on best estimates of revenue forecast. Dr. Pelt proposed a general fund budget of \$9.5 million for a balanced budget that aligns to the District's priorities and goals to maximize student learning that represents a total budget of \$13 million. Factors included in the budget: Aligning budget priorities to the Strategic Plan's five pillars, facility and infrastructure investments, and increasing labor costs. Dr. Pelt highlighted the difficulty of maintaining all staffing and programs with the current funding levels and that the proposed \$9.9 billion allocation to State School Fund will not meet the increase in district costs.

8.0 REVIEW HIGHLIGHTS

Revenue

Celeste Van Cleave reviewed with the committee local revenue funds, stating that 41% of revenue comes from local resources and 39% from state resources and that this year we are looking at a larger beginning fund balance of \$1.8 million. State School Fund revenue is decreasing due to decreased student enrollment.

- **High School Success** - Proposed budget amount of \$217,920 will go towards dropout prevention, CTE and college level education opportunities.
- **Student Investment Account** - Proposed budget amount of \$502,064 will go towards meeting student mental or behavioral health needs, increasing academic achievement and reducing academic disparities.

Expenditures

Budgeted expenses match revenue amount. Majority of expenses is in salary (43%) and benefits (25%).

Other Highlights

- Central Linn High School has been designated for Targeted School Improvement (TSI) due to falling below 10% of all Oregon districts in terms of achievement, attendance and 9th grade on track data. Thus, new fund 259 TSI was added.
- This is the last year for ESSER III funding which must be spent by September 2024; \$800,000 set aside for Ag Building construction.
- Addition of 1.0 Vice-Principal-Athletic Director at CLHS.
- English Language Arts Curriculum adoption. Early Literacy grant expected to cover portion of expenses though dollar amount has not yet been designated by the state.
- General fund maintenance contracted services include mini-split installation in CLHS classrooms.
- General fund transfers: \$500,000 maintenance reserve that will go towards the Ag building, \$16,025 YTP, and \$175,819 into food services (all students eat for free).

9.0 COMMITTEE DISCUSSION

Dr. Pelt is proposing to eliminate paid meals and that all students eat for free. Revenue will still be collected on free and reduced meals. This plan will help reduce barriers to meal access, decrease family meal costs, and decreases meal waste because students will be able to chose an ala cart item.

When asked about the Vice Principal/Athletic Director vacancy, Dr. Pelt informed the committee that the district has recieved seven applicants; no internal applications received.

Transportation is still in need of drivers. Driver positions have been posted for multiple years with little to no interest. Currently, we will have six buses that will meet the 2025 emission standards and have five drivers. Future busing options is part of a longer discussion due to it being part of a union labor group. The idea was mentioned that new buses would attract new drivers, with feedback indicating that is highly doubtful based on local districts with better pay and buses yet they still have troubles filling vacancies. For bus maintenance options, the district may partner with Harrisburg on a mobile bus mechanic when the Ag building comes down.

Discussed was the Governor's proposed \$9.9 State School Fund and how we need to communicate with local representatives that amount does not meet the district's minimum requirements needed to sustain public education. The Budget Committee discussed creating a public statement to submit

to legislative representatives, whether individually or collectively, in favor of increased school funding.

- David Karo made a motion that the Budget Committee delegates to the School Board a drafted letter of resolution to local representatives. Stacey Winters second the motion. Motion passed 9-0. When the letter is complete, the Budget Committee will be invited to include their signatures.

AG Building construction timeline was discussed, with Greg Payne Trucking and Construction being awarded the demotion contract, with a start date of June 26, 2023. We anticipate CTE classes to start in the new building at the start of second semester.

10.0 INPUT FROM THE AUDIENCE

None

11.0 APPROVE BUDGET OR SET TOPICS FOR SECOND MEETING

David Karo stated he felt comfortable with the budget. Jason Curtis and Johnna Neal indicated wanting to hold a second Budget Committee meeting, to allow additional time to review the budget. Dr. Pelt reminded that the budget committee only has authority at the major function level. Stacey Winters stated that he is comfortable with the budget as it is but feels he can do more homework on the budget. Johnna Neal stated that as a coach, there are not enough funds to support sports programs. Dr. Pelt explained that in order to address sports funding, there needs to be a bigger discussion that starts with the athletic director, then the principal's office. Suggested was to have additional Budget Committee work sessions to further explain the budget and to have a budget document that is more user friendly (more graphs). After further discussion, David Karo made a motion that the proposed Central Linn School District Budget in the aggregate amount of \$13,617,856 be approved, and that the permanent tax rate of \$4.6179 per \$1,000 of assessed value be assessed in support of the General Fund. This permanent tax rate is expected to raise \$3,812,299 (estimated tax levy for the General Fund). Parker Leigh second the motion. Motion passed 7-1. Johnna Neal voted no. Jason Curtis abstained from vote.

12.0 ADJOURN

With no further business before the Committee the meeting was adjourned at approximately 8:13 p.m.

Dena Crowell, Board Secretary

David Karo, Budget Committee Member
and Board Chair

Date Approved

12-Jun-23

**RESOLUTION ADOPTING THE BUDGET
6-01-23**

Be it Resolved, that the Board of Directors of Central Linn School District hereby adopts the Budget for 2023-24, now on file in the District Administration Office, in an aggregate sum of:

\$13,864,937

**RESOLUTION MAKING APPROPRIATIONS
6-02-23**

Be it Resolved, that for the fiscal year beginning July 1, 2023, the amounts shown below are hereby appropriated for the purposes indicated within the Funds listed.

GENERAL FUND:	
1000 Instruction	\$4,398,363
2000 Supporting Services	\$4,052,728
5100 Debt Service	\$155,429
5200 Interfund Transfers	\$691,844
6000 Contingency	\$120,727
7000 Unappropriated Ending Fund Balance	\$300,000
TOTAL GENERAL FUND	
APPROPRIATION:	\$9,719,091
TOTAL GENERAL FUND BUDGET	\$9,719,091

SPECIAL REVENUE FUNDS	
1000 Instruction	\$1,449,135
2000 Supporting Services	\$510,583
3000 Community Services	\$376,560
4000 Facilities Construction	\$1,804,550
APPROPRIATION:	\$4,140,828

COBRA Student Enterprises	
3000 Community Services	\$5,018
APPROPRIATION:	\$5,018

2023-2024	
TOTAL APPROPRIATIONS:	\$13,864,937
TOTAL UNAPPROPRIATED:	0
TOTAL BUDGET:	\$13,864,937

Candace Pelt, Superintendent

Date

David Karo, Board Chair

Date

12-Jun-23

**RESOLUTION IMPOSING AND CATEGORIZING TAXES - COMBINED
6-03-23**

BE IT RESOLVED that the Central Linn School District Board of Directors hereby imposes the taxes provided for in the adopted budget at the rate of \$4.6179 per \$1,000 of assessed value for operations and that these taxes are hereby imposed and categorized for tax year 2023-24 upon the assessed value of all taxable property within the district.

EDUCATION LIMITATION

EXCLUDED FROM LIMITATION

General Fund:	\$4.6179/\$1,000		\$0
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Candace Pelt, Superintendent Date

David Karo, Board Chairman Date

CONTRACT FOR CONSTRUCTION
between
CENTRAL LINN SCHOOL DISTRICT 552C
and
GREG PAYNE TRUCKING AND CONSTRUCTION

CONTRACT TRACKING NO. 06-01

**THIS CONTRACT SHALL BE BINDING ON DISTRICT ONLY IF IT IS
SIGNED BY THE AUTHORIZED DESIGNEE**

This Construction contract ("Contract") is between Central Linn School District ("District") and Greg Payne Trucking and Construction ("Contractor") to construct the Work on the following Project;

Ag Building Demolition Project

The parties agree as follows:

CONTRACTOR DATA

Contractor attests that it is an independent contractor solely responsible for the work performed under this Contract. Contractor, its Subcontractors, employees, and agents shall not be deemed employees of District. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Work under this Contract.

Full Business Name: Greg Payne Trucking and Construction

Address: 535 River Loop 1

City, State, Zip: Eugene, OR 97404

Business Telephone: 541-369-2813

Facsimile: 541-689-6861

Email: GPayne1420@msn.com

**Federal Tax Identification Number ("TIN") or Social Security Number ("SSN"):
93-0690815**

Oregon Construction Contractors Board License Number: 93-0690815

Workers' Compensation Carrier: Saif

Workers' Compensation Policy:

Expiration Date:

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided above by Contractor.

Contractor certifies under penalty of perjury that Contractor is a:

Sole Proprietor

1.1 Work. Contractor shall fully execute the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes, except as otherwise specifically stated in this Contract, all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's obligations by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.

1.2 Enumeration of Contract Documents. The "Contract Documents" are enumerated as follows:

1.2.1. This Contract.

1.2.9. Any Modifications to the Contract executed after the effective date of the Contract, including change orders and contract amendments.

1.3 The Contract. This Contract, together with the other Contract Documents, forms the entire and integrated agreement between the Parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.

1.4 The Contract Time.

1.4.1. Date of Substantial Completion. Contractor shall achieve Substantial Completion of the Work under this Contract within (50) consecutive calendar days ("Contract Time") from the date specified in District's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

1.4.2. Date of Final Completion. Contractor shall achieve Substantial Completion of the Work under this Contract within (16) consecutive calendar days ("Contract Time") from the date of Substantial Completion, subject to adjustments of this Contract Time as provided in the Contract Documents.

1.4.3. Liquidated Damages: The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to, delays in completion and use of the Project, and costs associated with Contract administration, additional Project Team costs, and use of temporary facilities. The Contractor and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty. Liquidated damages will be \$ 500.00 for each day that Substantial Completion exceeds the required date of Substantial Completion. The Contractor agrees to pay to the Owner the liquidated damage sums set forth above for each day of delay or any fraction thereof, and further agrees that the Owner may deduct such sums from payments the Owner otherwise owes to the Contractor under the Contract. If such deduction does not result in payment to the Owner of the assessed liquidated damages in full, the Contractor will promptly pay any and all remaining sums due to the Owner upon demand.

1.5 The Contract Sum.

1.5.1. The Contract Sum is \$233,900.00. The Contract Sum is the total amount payable by District to Contractor for performance of Work under the Contract Documents.

1.5.2. The following alternates are included in the Contract Sum: [List or Reference Alternates.]

1.5.3. Unit prices if any: [List or Reference to Exhibit.]

1.5.4. Allowances included in the Contract Sum, if any: [List or Reference to Exhibit.]

1.5.5. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Sum includes all construction contingencies for existing site conditions. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Sum set out in this Contract.

1.6 Progress Payments.

1.6.1. The Contractor will submit an application for payment to the District Representative as provided in the General Conditions. The District Representative may require the Contractor to simultaneously submit an application for payment to the district's owner's rep, The Wenaha Group.

1.6.2. Each application for payment shall be for one calendar month ending on the last day of the month.

1.6.3. Payments are due and payable thirty (30) days following receipt of the Contractor's complete Application for Payment or fifteen (15) days from the date after payment is approved by the District Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).

1.6.4. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of five percent (5%) pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.

1.7 Designation of Representatives.

1.7.1. The District's Representative is: Celeste Van Cleave celeste.vanleave@centrallinn.k12.or.us

1.7.1.b The District's Owner's Rep is: Patrick Linhart, Wenaha Group PatrickL@Wenahagroup.com

1.7.2. The Contractor's Representative is: Greg Payne Gpayne1420@msn.com 541-501-7038

1.7.3. A party may change its designated representative upon thirty (30) days written notice to the other party.

1.8 Notice and Communications.

1.8.1. Notices and communications between the parties to this Contract may be sent to the following addresses:

District: PO Box 200, Halsey, OR 97348

Contractor: Greg Payne Trucking and Construction 535 River Loop 1 Eugene, OR 97404

1.8.2. The party giving notice will provide notice in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:

1.8.3. If notice is given by personal delivery, it is deemed delivered on the day of delivery.

1.8.4. If notice is given by overnight delivery service, it is deemed delivered one (1) day after date deposited, as indicated by the delivery service.

1.8.5. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it is deemed delivered three (3) days after the date deposited, as indicated by the

postmarked date.

1.8.6. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.

1.9 Compliance With Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation the following requirements of the Oregon Public Contracting Code:

1.9.1. ORS 279A.110 (Non-Discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055, or a business that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

1.9.2. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the Owner in writing pursuant to the Owner's local public contracting rules, prior to starting work under this Contract, Contractor shall execute and deliver to Owner a good and sufficient performance bond, in a form acceptable to Owner, in a sum equal to one hundred percent (100%) of the construction portion of the Contract Price, and Contractor shall execute and deliver to Owner a good and sufficient payment bond, in a form acceptable to Owner, in a sum equal to one hundred percent (100%) of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.

1.9.3. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.

1.9.4. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

1.9.5. ORS 279C.515 (Failure to Make Prompt Payment): If Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the Owner may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.

1.9.6. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, Overtime, Pay Equity, and Discussion of Rates of Pay):

1. Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten (10) hours in any one (1) day, or forty (40) hours in

any one (1) week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

1.1 For all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; and

1.2 For all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

1.3 For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

2. The requirement to pay at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

3. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Owner to terminate the contact for cause.

4. The Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who does so.

1.9.7. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract that make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:

1. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.

2. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.

3. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as TriMet, urban renewal agencies, and Port Districts.

4. Tribal Governments.

1.9.8. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation

furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017, and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

1.9.9. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within ninety (90) days from the completion of the Contract, providing the Contractor or Subcontractor has:

1. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any and all workers employed on the Work; and
2. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

1.9.10. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by the Owner. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within thirty (30) days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each Contract with a lower-tiered Subcontractor or supplier.

1.9.11. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.

1.9.12. ORS 279C.800 to 279C.870:

1. This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker, the Contractor, Subcontractor, or other person who is party to the Contract used in performing all or part of the Contract, shall be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon. The prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 5, 2023 Prevailing Wage Rates for Public Works Projects in Oregon, the April 5, 2023 PWR Apprenticeship Rates and April 5, 2023 amendments to the PWR rates or Apprenticeship rates. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml and are hereby incorporated by reference as part of the Contract Documents.

2. District shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

3. Contractor and any Subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the Project.

1.9.13. ORS 279C.836: Contractor shall:

1. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless the Contractor is exempt under ORS 279C.836(2), (7), or (8).

2. Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless a Subcontractor is exempt under ORS 279C.836(2), (7), or (8).

1.9.14. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:

1. Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file with District a certified statement on a form provided by BOLI certifying the hourly rate of wage paid each worker employed by Contractor or Subcontractor on the Work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.

2. Notwithstanding ORS 279C.555 or 279C.570(7), District shall retain twenty-five percent (25%) of all amounts earned by Contractor until Contractor has filed the certified statements as required by ORS 279C.845. In addition, Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier Subcontractor until such Subcontractor has filed the certified statements with District. District and/or Contractor shall pay any such retained amounts within fourteen (14) days after such certified statements are filed.

1.9.15. ORS 468A.710: If this Contract requires asbestos abatement, Contractor or Subcontractor must possess an asbestos abatement license as required by ORS 468A.700 et seq.

1.10 Safety and Security Requirements. The District's priority is the safety of its students and staff. Failure to comply with any requirements in this section will result in immediate District action, up to and including contract termination and immediate removal of the Contractor or offending person from the job site.

1.10.1. No Unsupervised Contact with Students.

1. Generally. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents, and employees will have no direct unsupervised contact with students. If Contractor is unable to ensure through a security plan that none of its officers, agents, or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result in such contact. Contractor authorizes District to conduct a nationwide criminal background check, including fingerprinting, of any officer, agent, or employee of Contractor or a subcontractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or Subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly. Conviction or arrest without resolution of any of the crimes listed in ORS 342.143(3)(a) is considered failure of the background check, and such person shall be removed from doing any work under this Contract. Contractor and District will maintain a list of persons who have passed the background check.

2. Long-Term Contractors. Long-term contractors, such as project managers, will be subject to background checks as describe in Section 1.10.1.1.

1.10.2. Maintaining Appropriate Boundaries. Contractor shall ensure that Contractor, any subcontractors, and their officers, agents, and employees will not interact with students in any way. Contractor shall ensure that such persons are aware of, and do not commit, the following list of inappropriate interactions, which apply on or off campus and during work hours and non-work hours. Such persons shall not:

1. Invade the personal space of a student or be too close in physical proximity.
2. Touch a student in any way.
3. Maintain intense eye contact with a student.
4. Make comments to a student that are physical in nature or have sexual overtones.
5. Hold conversations with a student.
6. Spend time alone with a student, intentionally or unintentionally.
7. Meet with a student off campus.
8. Receive or make communication with a student in any format (including without limitation email, texts, social media, or chat rooms).
9. Leer at or "check out" a student's appearance, clothing, activity, or behavior.
10. Converse with others about a student's appearance, clothing, activity, or behavior.

1.10.3. Confidentiality. As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) ("FERPA") and ORS 326.565, Contractor shall not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records, for at least five (5) years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this may not be re-disclosed to third parties without the written consent of the student's Contract parent/guardian and must be used only for the purposes identified in this Contract.

1.10.4. Required Badging.

1. Long term contractors will be issued a badge by the Contractor similar to employee badging. Long contractors shall wear the badge at all times while on District Property.
2. Workers or short-contractors that have passed the background check and must enter an area where they could have potential direct or unsupervised contact with students shall first check in at the main office to receive identification prepared by the individual building site. Such persons shall wear and properly display such identification at all times while on District property, and shall return such identification to the main office upon completion of the visit. Persons are exempt from this requirement for short-term business restricted to the main office.
3. All other workers and short term contractors must be accompanied by a person who has undergone a background check and has been issued a District badge issued pursuant to Section 1.10.4.1.

1.11 Time is of the Essence. Time is of the essence in the performance of this Contract.

1.12 Assignment. This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the District.

1.13 Other Contractors. District may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

1.14 No Third-Party Beneficiaries. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

1.15 Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

1.16 Waiver. Waiver of any default under this Contract by District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

1.17 Governing Law; Venue. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and the rules of District as they exist at the time of execution of this Contract or any subsequent amendment. Any legal action involving this Contract not must be brought in Linn County Circuit Court. If the Claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. Nothing in this section will be construed as prohibiting the parties from voluntarily agreeing to enter into mediation to attempt to resolve any dispute.

1.18 Dispute Resolution. Any Claim arising out of or related to the Contract, except those waived or settled, shall be subject to review and resolution as provided in Sections 109.17 and 109.22 of the General Conditions.

1.19 Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

1.20 Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

1.21 Anti-discrimination Clause. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment. Contractor shall not discriminate against minority-owned, women-owned, or emerging small businesses.

1.22 Rule of Construction. The rule of construction that a Contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.

Contractor certifies that it has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

CONTRACTOR

Greg Payne Trucking and Construction

Signature: _____

Printed Name and Title:

Date: _____

DISTRICT

Central Linn School District 552C

Signature: _____

Printed Name and Title:

Date: _____

Discrimination Complaint Procedure

Required AR. OAR 581-022-2370 requires districts to have complaint procedures, including for complaints of discrimination. Federal law also requires discrimination complaint procedures.

Any person, including students, staff, visitors and third parties, may file a complaint.

Complaints regarding discrimination or harassment, on any basis protected by law, shall be processed in accordance with the following procedures:

Step I: ¹ Complaints shall be oral or in writing and must be filed with the principal. Any staff member that received an oral or written complaint shall report the complaint to the principal. The principal will scribe onto the complaint form and verify the information is accurate with the person filing the complaint. The building principal shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within ten (10) school days of receipt of the complaint.

Step II: If the complainant wishes to appeal the decision of the principal, the complainant may submit a written appeal to the superintendent within ten (10) working days after receipt of the building principal's response to the complaint.

The superintendent shall review the principal's decision within five school days and may meet with all parties involved. The superintendent will review the merits of the complaint and the principal's decision and respond in writing, to the complainant within ten (10) school days.

Step III: If the complainant is not satisfied with the decision of the superintendent, a written appeal may be filed with the Board within ten (10) school days of receipt of the superintendent's response to Step II. The Board may decide to hear or deny the request for appeal at a Board meeting. The Board may meet with the concerned parties and their representative at the next regular or special Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within ten (10) days of this meeting receipt of the appeal by the Board.

If the principal is the subject of the complaint, the individual may start at Step II and should file a complaint with the superintendent. If the superintendent is the subject of the complaint, the complaint may start at Step III and should be referred to the Board chair. The Board may refer the investigation to a third party.

¹ For district information. The district's timeline established by each step of the district's complaint procedure must be within 30 days of the submission of the complaint at any step, unless the district and complainant have agreed in writing to a longer time period for that step. The district's complaint procedure should not exceed a total of 90 days from the initial filing of the complaint, regardless of the number of steps involved, unless the district and the complainant have agreed in writing to a longer time period. (OAR 581-002-0005)

Complaints against the Board as a whole or against an individual Board member, may start at Step III and should be submitted to the Board chair and may be referred to district counsel. Complaints against the Board chair may start at Step III and be referred directly to the Board vice chair.

The timelines established in each step of the procedure may be extended upon mutual consent of the district and the complainant in writing, but will not be longer than 30 days from the date of the submission of the complaint at any step. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

The complainant, if a person who resides in the district, or a parent or guardian of a student who attends school in the district or a student, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within ninety (90) days of the initial filing of the complaint, may appeal² the district's final decision to the Deputy Superintendent of the Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 002-0023.

^{+ 2} An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

DISCRIMINATION COMPLAINT FORM

ANY PERSON, INCLUDING STUDENTS, STAFF, VISITORS AND THIRD PARTIES, MAY FILE A COMPLAINT.

Name of Person Filing Complaint Date School or Activity

Student/Parent Employee Job applicant Other _____

Type of discrimination:

- | | | |
|--|--|---|
| <input type="checkbox"/> Race | <input type="checkbox"/> Mental or physical disability | <input type="checkbox"/> Age |
| <input type="checkbox"/> Color | <input type="checkbox"/> Marital status | <input type="checkbox"/> Sexual orientation |
| <input type="checkbox"/> Religion | <input type="checkbox"/> Familial status | <input type="checkbox"/> Pregnancy |
| <input type="checkbox"/> Sex | <input type="checkbox"/> Economic status | <input type="checkbox"/> Discriminatory use of a Native American mascot |
| <input type="checkbox"/> National or ethnic origin | <input type="checkbox"/> Veterans' status | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Gender identity | | |

Specific complaint: (Please provide detailed information including names, dates, places, activities, and results of informal discussion.)

Who should we talk to and what evidence should we consider? _____

Suggested solution/resolution/outcome: _____

Signature of Person Filing Complaint

This complaint form should be mailed or submitted to the principal. Direct complaints related to educational programs and services may be made to the U.S. Department of Education, Office for Civil Rights. Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.

Proposed Policy Language	Law or Rule
<p>Step III: If the complainant is not satisfied with the decision of the superintendent, a written appeal may be filed with the Board within ten (10) school days of receipt of the superintendent’s response to Step II. The Board may decide to hear or deny the request for appeal at a Board meeting. The Board may meet with the concerned parties and their representative at the next regular or special Board meeting. The Board’s decision will be final and will address each allegation in the complaint and contain reasons for the Board’s decision. A copy of the Board’s final decision shall be sent to the complainant in writing or electronic form within ten (10) days of this meeting <u>receipt of the appeal by the Board</u>.</p>	<p style="text-align: center;">Rule 581-002-0005</p> <p style="text-align: center;">Acceptance of Appeal</p> <p>A complainant may appeal a final decision of a complaint described in OAR 581-002-0003 (Scope) if the appeal meets the following criteria:</p> <p>(1)(a) Except as provided in paragraph (b) of this subsection, the appeal must be from a final decision by a district. A decision is a final decision by a district if:</p> <p>(A) The complainant has exhausted the district’s complaint process except as otherwise allowed by statute;</p> <p>(B) In a complaint process with more than one step, the district fails to render a written decision within 30 days of the submission of the complaint at any step, unless the district and complainant have agreed in writing to a longer time period for that step; or</p> <p>(C) The district fails to resolve the complaint within 90 days of the initial filing of the complaint, regardless of the number of steps in the district complaint process, unless the district and complainant have agreed in writing to a longer time period.</p>

(b) The appeal may include a complaint alleging a violation of [ORS 659.852 \(Retaliation against student prohibited\)](#) (Retaliation) if the complainant alleges that retaliation occurred in response to a complaint for which the complainant received a final decision as described in paragraph (a) of this subsection.

(2) The appeal must be received by the department no later than:

(a) One year after the date of the decision by the district resolving the complaint; or

(b) If the district fails to resolve the complaint, no later than two years after the date on which the complainant first filed the complaint with the district.

(3)(a) The complaint upon which the appeal is based must have been initially filed with the district by the later of the following two dates:

(A) The date occurring two years after the date on which the alleged violation or unlawful incident occurred or on which the complainant discovered the alleged violation or unlawful incident; or

(B) The date occurring one year after the date on which the affected student graduated from, moved away from, or otherwise left the district.

(b) For purposes of paragraph (a)(A) of this subsection, if the alleged violation or unlawful incident is of a continuing nature, the date on

	<p>which the alleged violation or unlawful incident occurred is the most recent date on which the alleged violation or unlawful incident occurred.</p> <p>(4)(a) The appeal must:</p> <ul style="list-style-type: none">(A) Be in writing;(B) Be submitted in person, by mail, or electronically; and(C) Contain:<ul style="list-style-type: none">(i) The name of the person filing the appeal;(ii) If the person filing the appeal has a phone number, address, or email address, the person's phone number, address, or email address;(iii) If the person filing the appeal is filing the appeal on behalf of a student, the name of the student;(iv) A statement of the facts upon which the appeal is based; and(v) Other information requested by the department. <p>(b) The Director of the Oregon Department of Education may for good cause waive the requirement described in paragraph (a)(A) of this subsection.</p>
<p><u>1 For district information. The district's timeline established by each step of the district's complaint procedure must be within 30 days of the submission of the complaint at any step, unless the district and complainant have agreed in writing to a longer time period for that step. The district's complaint procedure should not exceed a total of 90 days from the initial filing of the</u></p>	<p>See above OAR</p>

Policy Document AC-AR Discrimination Complaint Procedures

<p><u>complaint, regardless of the number of steps involved, unless the district and the complainant have agreed in writing to a longer time period. (OAR 581-002-0005)</u></p>	
<p>Superintendent Recommendation</p>	<p>Adopt policy as proposed</p>

Expulsion

Required policy. ORS 339.250(2) and OAR 581-021-0070 require policies on expulsion.

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may only be expelled for any of the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;
2. When other strategies to change the student's conduct behavior have been ineffective, except that expulsion may not be used to address truancy; or
3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a direct threat to the health or safety of students or employees; or
3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. ~~By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.~~

The Board delegates the authority to decide on an expulsion to the superintendent. The superintendent may designate another person to handle the potential expulsion, and the superintendent, a designee or another individual may act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer will not be associated with the initial actions of the building administrators. The hearings officer will conduct the hearing and make a final decision regarding the expulsion. A decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.

If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At a future meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision.

When a recommendation for an expulsion is made and an expulsion hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service or by certified mail at least five days prior to the scheduled hearing. Notice shall include:
 - a. The specific charge or charges and the specific facts that support the charge or charges;
 - ~~b. The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;~~
 - c. A ~~recommendation for expulsion~~ statement of intent to consider the charges as reason for expulsion ;
 - d. The student's right to a hearing;
 - e. When and where the hearing will take place; and
 - f. The student may be represented by counsel or other persons right to representation.
- ~~2. The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;~~
- ~~3. Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;~~
4. ~~In case~~ In case the parent or student ~~has difficulty understanding~~ does not understand the English language ~~or has other serious communication disabilities~~, the district will provide an interpreter during the hearing translator. All communications will be in a manner that is understandable to the parents and student;
5. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney, and/or parent or other person. The district's attorney may be present;
6. The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
7. The student shall be permitted to be present and to hear the evidence presented by the district;
8. The hearings officer or the student may record the hearing;
9. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;
- ~~10. If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of~~

~~the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;~~

- ~~11. If the Board has delegated authority to the superintendent or designee to act as the hearings officer, the superintendent may designate themselves, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;~~
12. A Board-conducted hearing or a Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:
- a. The name of the minor student;
 - b. The issues involved, including a student's confidential records;
 - c. The discussion;
 - d. The vote of Board members, which may be taken in executive session when considering an expulsion.

~~Prior to expulsion, the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons policy violation the district must notify the student and parents of alternative programs of instruction or instruction combined with counseling and document this notification. The district must document to the parent of the student that proposals of alternative education programs have been made.~~

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.061](#)
[ORS 336.615 - 336.665](#)

[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)

[OAR 581-021-0050 - 021-0075](#)
[House Bill 2514 \(2019\)](#)

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Proposed Policy Language	Law or Rule
<p>A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.</p> <p>A student may <u>only</u> be expelled for any of the following circumstances:</p> <ol style="list-style-type: none"> 1. When a student’s conduct poses a threat to the health or safety of students or employees; 2. When other strategies to change the student’s <u>conduct behavior</u> have been ineffective, except that expulsion may not be used to address truancy; or 3. When required by law. <p>The use of expulsion for discipline of a student in fifth grade or lower is limited to:</p> <ol style="list-style-type: none"> 1. Nonaccidental conduct causing serious physical harm to a student or employee; 2. When a school administrator determines, based on the administrator’s observations or upon a report from an employee, the student’s conduct poses a <u>direct</u> threat to the health or safety of students or employees; or 	<p>ORS 339.250</p> <p>Each district school board shall adopt written policies for the discipline, suspension or expulsion of any refractory student.</p> <p>Must require consideration of the age of a student and the past pattern of behavior of a student prior to imposing the suspension or expulsion of a student.</p> <p>Must limit the use of expulsion to the following circumstances:</p> <p>(A) For conduct that poses a threat to the health or safety of students or school employees;</p> <p>(B) When other strategies to change student conduct have been ineffective, except that expulsion may not be used to address truancy; or</p> <p>(C) When the expulsion is required by law.</p>

<p>3. When the expulsion is required by law.</p>	
<p>The Board delegates the authority to decide on an expulsion to the superintendent. The superintendent may designate another person to handle the potential expulsion, and the superintendent, a designee or another individual may act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer will not be associated with the initial actions of the building administrators. The hearings officer will conduct the hearing and make a final decision regarding the expulsion. A decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.</p> <p>If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At a future meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision.</p>	<p>Rule 581-021-0070</p> <p>A school district board may expel, or delegate authority to a hearings officer to expel, a student provided the student is not expelled without a hearing unless the student's parent(s) or guardian, or the student, if 18 years of age, waives the right to a hearing. Waiver may take place by the parent or the student, if 18 years of age, notifying the school district in writing of waiver of the right to a hearing. Waiver may also take place by the parent, or the student, if age 18 or over, failing to appear after notice, at the place and time set for the hearing:</p> <p>(a) If the school board acts to expel, the hearing may be conducted by a hearings officer designated by the board. In cases where the hearings officer is conducting the expulsion hearing for the board, the hearings officer shall provide to the board the findings as to the facts, the recommended decision and whether or not the student is guilty of the conduct alleged. This material shall be made available at the same time to the parent or guardian, and to the student, if age 18 or over;</p> <p>(b) If the authority to expel a student is delegated to a hearings officer, the parent, or student, if age 18 or over, shall have the</p>

	<p>right upon appeal to a board review of the decision. If the decision is appealed to the board for review, the board shall be provided findings as to the facts and the decision of the hearings officer. This material shall be made available at the same time to the parent or guardian, and to the student, if age 18 or over. When appealed, the board will affirm, modify, or rescind the decision of the hearings officer.</p>
<p>When a <u>recommendation for an expulsion is made and an expulsion</u> hearing is not waived, the following procedure is required:</p> <ol style="list-style-type: none"> 1. Notice will be given to the student and the parent by personal service or by certified mail at least five days prior to the scheduled hearing. Notice shall include: <ol style="list-style-type: none"> a. The specific charge or charges <u>and the specific facts that support the charge or charges</u>; b. The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion; c. A <u>recommendation for expulsion statement of intent to consider the charges as reason for expulsion</u> ; d. The student’s right to a hearing; e. When and where the hearing will take place; and f. The <u>student may be represented by counsel or other persons right to representation.</u> 2. The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or 	<p>Rule 581-021-0070</p> <p>Student expulsion hearings shall be conducted pursuant to <u>ORS 332.061 (Hearing to expel minor students or to examine confidential records)</u>.</p> <p>Expulsion hearing policies or rules shall contain provisions for the following:</p> <ol style="list-style-type: none"> (a) Notice to the student and to the parent or guardian shall be given by personal service or certified mail of the charge or charges and the specific facts that support the charge or charges. The notice shall include the statement of intent to consider the charges as reason for expulsion. Where notice is given by personal service, the person serving the notice shall file a return of service. Where notice is given by certified mail to a parent of a suspended student the notice shall be placed in the mail at least five days before the date of the hearing;

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<p>superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;</p> <p>3. Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;</p> <p>4. In case <u>In case</u> the parent or student has difficulty understanding <u>does not understand</u> the English language or has other serious communication disabilities, the district will provide <u>an interpreter during the hearing translator.</u> <u>All communications will be in a manner that is understandable to the parents and student;</u></p> <p>5. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney, and/or parent <u>or other person</u>. The district's attorney may be present;</p> <p>6. The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;</p>	<p>(b) Where the student or the student's parent cannot understand the spoken English language, an interpreter shall be provided by the district;</p> <p>(c) The student may be represented by counsel or other persons;</p> <p>(d) The student shall be permitted to introduce evidence by testimony, writings, or other exhibits;</p> <p>(e) The student shall be permitted to be present and hear the evidence presented by the district;</p> <p>(f) Strict rules of evidence shall not apply to the proceedings. However, this provision shall not limit the hearings officer's control of the hearing;</p> <p>(g) The hearings officer or the student may make a record of the hearing.</p>
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| <ol style="list-style-type: none">7. The student shall be permitted to be present and to hear the evidence presented by the district;8. The hearings officer or the student may record the hearing;9. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;10. If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;11. If the Board has delegated authority to the superintendent or designee to act as the hearings officer, the superintendent may designate themselves, or a third party, as the hearings officer. The hearings officer's | |
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~~decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;~~

12. A Board-conducted hearing or a Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:
- a. The name of the minor student;
 - b. The issues involved, including a student's confidential records;
 - c. The discussion;
 - d. The vote of Board members, which may be taken in executive session when considering an expulsion.

~~Prior to expulsion, the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion~~ for reasons other than a weapons ~~policy violation~~ the district must notify the student and parents of alternative programs of instruction or instruction

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<p>combined with counseling and document this notification. The district must document to the parent of the student that proposals of alternative education programs have been made.</p>	
<p>Superintendent Recommendation</p>	<p>Adopt policy as proposed</p>

Oregon Paid Family Medical Leave Insurance *

Highly recommended policy. This version is designed for districts who are participating in Paid Leave Oregon (PLO). If the district is using an approved equivalent plan, the district should not adopt this version or use the accompanying administrative regulation. Contributions for PLO begin on January 1, 2023 with benefits available starting September 3, 2023. There is a possibility the Oregon Legislature or the Oregon Department of Employment will change laws prior to the September start date, so the district may choose to wait on adoption. If there are new laws, OSBA will update this sample prior to the effective date. Many districts are bargaining aspects of this leave: policy language should not conflict with language in collective bargaining agreements.

The district participates in Paid Family and Medical Leave Insurance (PFMLI) and Paid Leave Oregon (PLO)¹. This includes submitting employee and employer contributions to the Employment Department (“Department”) as required by state law.² The district does not administer PFMLI or PLO. All applications and questions should be directed to the Department.

Definitions

1. “Family leave” means leave from work taken by a covered individual:
 - a. To care for and bond with a child during the first year after the child’s birth or during the first year after the placement of the child through foster care or adoption; or
 - b. To care for a family member with a serious health condition.
2. “Family leave” does not mean:
 - a. Leave described in Oregon Revised Statute (ORS) 659A.159 (1)(d) (non-serious health condition of child or school or child care provider closure due to public health emergency);
 - b. 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;

¹ Paid Leave Oregon is the program developed by the Oregon Department of Employment to administer Paid Family and Medical Leave Insurance.

² The overall contribution will be determined by the Department director, and is initially set at 1 percent (up to \$132,900). The amount will be set annually by November 15. See ORS 657B.150. {Districts may agree to pay the employee contribution, see any applicable employment agreements.}

- 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 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;
 - 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 district³;
 - b. Earn at least \$1,000 in the base or alternate base year⁴;
 - 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 Department;
 - f. Have not exceeded maximum paid leave for the year; and
 - g. Have no current disqualifications⁵.

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.⁶ Leave can be taken in one-day increments and can be consecutive or nonconsecutive.

Any family leave or medical leave taken under PLO must be taken concurrently with any leave taken by an eligible employee under ORS 659A.150 - 659A.186 (OFLA) or under the federal Family and Medical Leave Act of 1993 (P.L. 103-3, FMLA) for the same purposes.

The district will maintain an employee's existing health benefits while the employee is using leave. The employee will be required to pay the employee's contribution to premiums.

END OF POLICY

Legal Reference(s):

ORS 657B
OAR 471-070

³ PFMLI is a state-wide benefit, and not unique to the district. An eligible individual does not need to be an employee of the district in order to be eligible for PFMLI, but this policy only applies to employees of the district.

⁴ Pay could come from another Oregon employer.

⁵ Disqualifications may include eligibility for Workers' Compensation or Unemployment or determination of a willful false statement or failure to report a material fact in order to obtain benefits. See OAR 471-070-1010(1)(h).

⁶ In some pregnancy-related situations, employees may be able to take two additional weeks, for a total for 14 weeks.

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Proposed Policy Language	Law or Rule
<p>1. “Family leave” does not mean:</p> <ul style="list-style-type: none"> a. Leave described in Oregon Revised Statute (ORS) 659A.159 (1)(d) (non-serious health condition of child or school or child care provider closure due to public health emergency); b. 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). 	<p>ORS 659A.159 Family leave under ORS 659A.150 (Definitions for ORS 659A) to 659A.186 (Exclusivity of provisions) may be taken by an eligible employee for any of the following purposes:</p> <ul style="list-style-type: none"> (a) To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability. (b) To care for a family member with a serious health condition. (c) To recover from or seek treatment for a serious health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee’s regular position. (d) To care for a child of the employee who is suffering from an illness, injury or condition that is not a serious health condition but that requires home care or who requires home care due to the closure of the child’s school or child care provider as a result of a public health emergency. (e) To deal with the death of a family member by: <ul style="list-style-type: none"> (A) Attending the funeral or alternative to a funeral of the family member; (B)

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	<p>Making arrangements necessitated by the death of the family member; or</p> <p>(C) Grieving the death of the family member.</p>
<p>1. “Safe leave” means related to domestic violence, harassment, sexual assault, stalking and relocation for health and safety reasons as provided in ORS 659A.272.</p>	<p>ORS 659A.272 Employer required to provide leave</p> <p>Except as provided in ORS 659A.275, a covered employer shall allow an eligible employee to take reasonable leave from employment for any of the following purposes:</p> <p>(1) To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking.(2) To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent.(3) To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking.(4) To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent.(5) To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.</p> <p>ORS 659A.272</p> <p>2007 c. 180, § 3; 2011 c. 687, § 2</p>
<p>Any family leave or medical leave taken under PLO must be taken concurrently with any leave taken by an eligible employee under ORS 659A.150 - 659A.186 (OFLA) or under the federal Family and Medical Leave Act of 1993 (P.L. 103-3, FMLA) for the same purposes.</p>	<p>ORS 659A.150 Definitions for ORS 659A As used in ORS 659A.150 (Definitions for ORS 659A) to 659A.186 (Exclusivity of provisions):</p> <p>“Covered employer” means an employer described in ORS 659A.153 (Covered employers).</p>

	<p>“Eligible employee” means any employee of a covered employer other than those employees exempted under the provisions of ORS 659A.156 (Eligible employees).</p> <p>“Family leave” means a leave of absence described in ORS 659A.159 (Purposes for which family leave may be taken), except that “family leave” does not include leave taken by an eligible employee who is unable to work because of a disabling compensable injury, as defined in ORS 656.005 (Definitions), under ORS chapter 656.</p> <p>“Family member” means the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.</p> <p>“Health care provider” means:</p> <p>(a) A person who is primarily responsible for providing health care to an eligible employee or a family member of an eligible employee, who is performing within the scope of the person’s professional license or certificate and who is:</p> <p>(A) A physician licensed under ORS chapter 677;</p> <p>(B) A physician assistant licensed under ORS 677.505 (Application of provisions governing physician assistants to other health professions) to 677.525 (Fees);</p> <p>(C) A dentist licensed under ORS 679.090 (Issuance of license);</p> <p>(D) A psychologist licensed under ORS 675.030 (Licensing of psychologists after examination);</p> <p>(E) An optometrist licensed under ORS 683.070</p>
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	<p>(F) (Issuance of certificates of licensure); A naturopath licensed under ORS 685.080 (Examination and reexamination of applicants);</p> <p>(G) A registered nurse licensed under ORS 678.050 (Examining applicants);</p> <p>(H) A nurse practitioner licensed under ORS 678.375 (Nurse practitioners);</p> <p>(I) A direct entry midwife licensed under ORS 687.420 (Standards for licensing);</p> <p>(J) A licensed registered nurse licensed by the Oregon State Board of Nursing as a nurse practitioner specializing in nurse midwifery;</p> <p>(K) A regulated social worker authorized to practice regulated social work under ORS 675.510 (Definitions for ORS 675) to 675.600 (Duties of board); or</p> <p>(L) A chiropractic physician licensed under ORS 684.054 (Issuing license), but only to the extent the chiropractic physician provides treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated to exist by X-rays.</p> <p>(b) A person who is primarily responsible for the treatment of an eligible employee or a family member of an eligible employee solely through spiritual means, including but not limited to a Christian Science practitioner.</p> <p>“Public health emergency” means:</p> <p>(a) A public health emergency declared under ORS 433.441 (Declaration of public health emergency).</p>
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	<p>(b) An emergency declared under ORS 401.165 (Declaration of state of emergency) if related to a public health emergency as defined in ORS 433.442 (Definitions for ORS 433).</p> <p>“Serious health condition” means:</p> <p>(a) An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility;</p> <p>(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;</p> <p>(c) Any period of disability due to pregnancy, or period of absence for prenatal care; or</p> <p>(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. [Formerly 659.470; 2005 c.171 §1; 2007 c.633 §1; 2007 c.777 §1; 2009 c.442 §43; 2013 c.129 §34; 2014 c.45 §72; 2019 c.233 §3; 2019 c.265 §1; 2019 c.358 §18; 2021 c.182 §1]</p>
<p>Disqualifications may include eligibility for Workers’ Compensation or Unemployment or determination of a willful false statement or failure to report a material fact in order to obtain benefits. See OAR 471-070-1010(1)(h).</p>	<p>OAR 471-070-1010(1)(h)</p> <p>(h) Have no current disqualifications from receiving benefits due to:</p> <p>(A) The individual being eligible to receive Workers’ Compensation under ORS chapter 656, or Unemployment Insurance benefits under ORS chapter 657; or</p> <p>(B) A director determination under ORS 657B.120 that the individual previously willfully made a false statement or willfully failed to report a</p>

Policy Document GCBDF/GDBDF - Paid Family Medical Leave

	<p>material fact in order to obtain benefits.</p> <p>(2) An individual may not exceed 12 weeks of paid leave per child for the purpose of caring for and bonding with the child during the first year after the birth or initial placement of the child regardless if a new benefit year starts during the first year following birth or initial placement.</p>
<p>Superintendent Recommendation</p>	<p>Adopt policy as proposed</p>

Oregon Paid Family Medical Leave Insurance (PFMLI)

Highly recommended administrative regulation. This administration regulation is for use with policy GCBDF/GDBDF.

Application

Employees may submit applications for Paid Leave Oregon (PLO) to the Oregon Employment Department (“Department”).¹ Applications may be submitted up to 30 days prior to the start of the leave and up to 30 days after the start of the leave.² The Department may require verification from the employee.³ The Department will make all decisions regarding acceptance and denial of an application, including determining the amount of the benefit.⁴ The district cannot accept, file, process or make decisions on applications.

An employee may appeal an approval or denial of claim, the amount of a weekly benefit or a disqualification from receipt of benefits to the Department in accordance with Oregon Revised Statute (ORS) 657B.010 and Oregon Administrative Rule (OAR) 471-070-2220.

¹ For application requirements see ORS 657B.060 and Oregon Administrative Regulation (OAR) 471-070-1100. *{Include link to Department website once available.}*

² Exceptions may be granted when the applicant can demonstrate good cause for late submission.

³ See verification requirements in OAR 471-070-1110 - OAR 471-070-1130.

⁴ The benefit may be less than the employee’s salary. See ORS 657B.050.

Employee Notice to District

If the leave is foreseeable⁵, the employee must provide the district with written notice⁶ at least 30 calendar days prior to the leave.⁷ If the leave is not foreseeable⁸ the employee must give oral notice to the district within 24 hours of the start of the leave, and must provide written notice within 3 days after the start of leave.⁹ The district requests as much advanced notice as possible.

The notice must include:

1. The employee's first and last name;
2. Type of leave;
3. Explanation of the need for leave; and
4. Anticipated timing and duration of leave, including if it is continuous or intermittent.

Notice need only be given one time, but the employee shall notify the district as soon as practicable if dates of scheduled leave change, are extended, or were initially unknown. This notice does not need to mention PFMLI or PLO to satisfy the notice requirements.¹⁰

Failure to comply with these notice requirements may result in a penalty imposed by the Department. The Department may reduce the amount of the benefit by 25 percent in accordance with OAR 471-070-1310(9)-(10).

Concurrent Use of District-Provided Paid Leave

The district allows employees to use employer-provided paid leave in addition to receiving PLO benefits to replace an employee's wages up to 100 percent of the eligible employee's average weekly wage.
Example:

⁵ Examples of foreseeable leave include, but are not limited to, an expected birth, planned placement of a child, or a scheduled medical treatment for a serious health condition of the eligible employee or a family member of the eligible employee. See OAR 471-070-1310(1).

⁶ Written notice includes, but it not limited to, handwritten or typed notices, and electronic communication such as text messages and email.

⁷ OAR 471-017-1310(5) states "An employer that requires eligible employees to provide a written notice before the eligible employee commences leave, must outline the requirement in the employer's written policy and procedures."

⁸ Leave circumstances that are not foreseeable include, but are not limited to, an unexpected serious health condition of the eligible employee or a family member of the eligible employee, a premature birth, an unexpected adoption, an unexpected foster placement by or with the eligible employee, or for safe leave.

⁹ If other leave also applies (OFLA, FMLA, etc.), notice requirements for those types of leave may also apply.

¹⁰ A district requiring written notice must outline the requirements in policy and procedures. A copy of the written policy and procedure must be provided to all eligible employees at the time of hire and each time the policy and procedure changes and in the language that the employer typically uses to communicate with the employee.

An employee applies and is approved for PLO for a personal serious medical condition. The Department determines that the rate of pay will be 75 percent of the employee's regular salary. The employee will be allowed to use available district-provided paid leave (sick, vacation or otherwise) for days that PLO is received, but is limited to only utilizing an amount that increases the employee paid leave to 100 percent of regular payment. In this example, the amount would be 25 percent.

Return to Work

Upon completion of leave, the employee is entitled to return to the position held in the district prior to the leave, if that position still exists and if the employee had been employed in the district for 90 days prior to taking leave.¹¹ *For districts with 25 or more employees:* If the position no longer exists, the employee is entitled to a position equal to their previous position, with equal benefits, pay and other terms and conditions of employment.

Communications Between the District and the Department

Upon receipt of an application or update in information from a district employee for PLO, the Department will notify the district. The district may provide additional information to the Department within 10 days. This information may include, but is not limited to, information about the employee's notice to the district or verification of the employee's continued employment with the district. If the district does not report such information to the Department, the Department will proceed using available information. The district can provide additional information to the Department as it becomes available.

If the Department requests additional information from the district, the district will respond within 10 calendar days.

Once the Department has issued a decision regarding an application submitted by an employee of the district, the Department will notify the district regarding the approval or denial and any applicable dates and periods of leave. The district cannot appeal a Department decision.

District Notice to Employees

At the time of hire and each time the policy or procedure changes, the district must provide notice to employees. This notice must be in the language that the employer typically uses to communicate with employees and will include:

1. The right of an eligible employee to claim and receive family and medical leave insurance benefits;
2. The procedure for filing a claim for benefits;
3. That an eligible employee must provide notice to the district before the employee commences leave, and a description of the penalties for failure to comply with the notice requirements;
4. The right of an eligible employee to job protection and benefits continuation;

¹¹ If the employee's leave also qualifies for OFLA/FMLA protection, see also Board policy GCBDA/GDBDA - Family Medical Leave and its accompanying administrative regulations.

5. The right of an eligible employee to appeal a decision or determination made by the Department director;
6. That discrimination and retaliatory personnel actions against an employee for inquiring about the PFMLI or PLO, taking leave under the program or claiming PFMLI or PLO benefits are prohibited;
7. The right of an employee to bring a civil action or to file a complaint for violation of ORS 657B.060 or 657B.070; and
8. That any health information related to family leave, medical leave or safe leave provided to an employer by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.¹²

The district will display this notice in an area that is accessible to and regularly frequented by employees in each building or worksite. The district will provide this notice to employees working remotely by hand delivery, regular mail or through an electronic delivery method at the time of hire or assignment to remote work.

District Filings

The district will file the Oregon Quarterly Tax Report, the Oregon Employee Detail Report and any other reports required by law. If the district fails to submit required filings or report, or fails to pay all required contributions, the district may be penalized in accordance with OAR 471-070-8520.

For districts with fewer than 25 employees: The district may apply for an assistance grant.¹³

Employee Protections

No employee or prospective employee will be discriminated or retaliated against for inquiring about PFMLI or PLO, giving notification of leave under PLO, taking PLO leave or claiming PLO benefits. Eligible employees have a right to file a complaint and/or bring a civil action for violations of ORS 657B.060 or ORS 657B.070.

Any health information related to family leave, medical leave or safe leave provided to the district by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.

¹² Paid Leave Oregon will provide a model notice, <https://paidleave.oregon.gov/DocumentsForms/Paid-Leave-ModelNotice-Poster-EN.pdf> . This policy can also be used as the notice.

¹³ See OAR 471-070-3705 - 3710 for eligibility requirements and application.

Central Linn School District 552-C

Code: **FL**
Adopted: 8/14/89
Revised: 4/14/05, 10/10/11

Use of School Facilities

The Board intends to make the school buildings and other facilities of the district available to public use in a manner that does not conflict with their use for the educational program of the district, and which is otherwise fiscally possible.

The Board will periodically establish a fee schedule for the use of district facilities and materials. Fees may be reduced or waived at the discretion of Administration. Superintendent has the flexibility to enter into partnership agreements with community organizations.

The superintendent is directed to establish regulations to govern the use of school facilities, property and materials.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.155

OAR 437-001-0760

OAR 437-002-0020 to -0075 .

OAR 581-022-1530 Toxic Substances Control Act, 15 U.S.C. Sections 2601-2629, as amended by the Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. Sections 2641-2656.

Central Linn School District 552-C

Code: FL-AR
Adopted: 10/02
Revised: 4/14/05, 10/11/11

Regulations and Fee Schedule for Use of Central Linn School Buildings and Facilities

1. The area used will be cleaned immediately after the program or event is over or before the start of the next school day, to the satisfaction of the school principal.
2. Any breakage, damage or loss of equipment will be paid for by the person whose name appears on the building use request form and to whom the key is assigned. They are responsible for any damages or misuse of the building, equipment and facility during your assigned time. Further use may be revoked if damage occurs.
3. All tape, nails, screws, staples or other hanging or fastening devices are to be removed immediately at the end of the program or event as part of the clean-up process.
4. Keys may not be loaned or duplicated. Keys will be promptly returned.
5. The use of alcohol or tobacco is prohibited on school premises.
6. Abuse of building, facilities or equipment may result in forfeiture.
7. No-shows and cancellations may result in forfeiture.
8. Deposits are to be paid in full at the time of rental. (The Kitchen, Gym, Fields and Track require a \$50 refundable deposit.) Fees may be reduced or waived at the discretion of Administration.
9. School use takes precedence over private use.
10. Fees collected will be put in a building maintenance fund.
11. Superintendent has the flexibility to enter into partnership agreements with community organizations.
12. Individuals, groups and or organizations must provide the District with proof of liability insurance prior to rental and use of school property.

DAILY RATES

Five hours or more is considered day rate.

		<u>Not for Profit</u>	<u>For Profit</u>
CLASSROOM		\$ 15.00 5 Hr. Base \$ 2.00 ea. Additional Hour	\$ 30.00 5 Hr. Base \$ 3.00 ea. Additional Hr.
KITCHEN		\$ 25.00	\$ 50.00
CAFETERIA	Under 50	\$ 25.00 District \$ 50.00 Non-District	\$100.00 District \$200.00 Non-District
	Over 50	\$ 50.00 District \$100.00 District	\$200.00 District \$300.00 Non-District
GYM	Under 50	\$ 25.00 District \$ 50.00 Non-District	\$100.00 District \$200.00 Non-District
	Over 50	\$ 50.00 District \$100.00 Non-District	\$200.00 District \$300.00 Non-District
FIELDS		\$ 5.00	\$ 20.00
TRACK		\$ 5.00	\$ 20.00

Rental of the kitchen, gym, fields and track require a \$50 refundable deposit. Fees may be reduced or waived at the discretion of Administration.

APPLICATION FOR FACILITY USE

Name of Organization

Date of Application

Responsible Person

School Site Requested

Address

Room/Location

Telephone Number

Starting and Ending Dates

Days of the Week

Starting and Ending Times

___ One Time ___ Ongoing ___ Full Time

Estimate of Attendance

___ For Profit ___ Non-Profit

ODL #

___ District Use ___ Non-District Use

___ School Sponsored

****The District is requiring the renter provide proof of liability insurance to be retained on file at the District Office.**

EQUIPMENT NEEDS

___ Cafeteria / Kitchen – If kitchen and equipment are used, one of the school’s cooks may be hired at the current rate per hour to oversee the use of the kitchen if requested or at the school’s discretion and paid for by the renter.

___ Custodial Coverage – A school custodian may be hired if requested or at the school’s discretion, at the current rate per hour and paid by the renter. He/she will unlock the building and secure it after the event, provide cleaning apparatus and in general help protect school property. Additional custodial help and fees adjustable according to heavy use requests.

I have read and understand the attached regulations and fee schedule for use of Central Linn School Buildings and Facilities. **** Proof of insurance is attached to this request.**

Signature of Person Responsible Date

Building Principal Date

OFFICIAL USE ONLY

Key Checkout Date: _____

Key Return Date: _____

Custodian Time: _____

Cook Time: _____

Building Cost: _____

Scheduled on Calendar _____

Proof of Insurance Provided: _____

Surplus Equipment Listing

Description	Value
John Deere 950 tractor with mower deck	\$6000
DeWalt 10" Arm Saw	\$300
Powermatic 66 Table Saw 3hp 10" 230v 3 phase	\$600
Powermatic 81 Bandsaw	\$2500
Di-Acro Bending Machine	\$1200
Mysore Kirloskar EM2 metal lathe	\$1000
Metal Hand Shear	\$250
Tripp Lite Air Conditioner	\$400
Electric Grinder	\$100

Central Linn School District 552C

Revenue Month End For the Period 05/01/2023 through 05/31/2023

Fiscal Year: 2022-2023

	<u>05/01/2023 - 05/31/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
INCOME					
Local Revenue					
Current Year's Taxes (+)	\$11,915.14	\$3,938,853.52	\$3,443,744.00	(\$495,109.52)	114.4%
Prior Year's Taxes (+)	\$3,007.93	\$46,188.67	\$70,280.00	\$24,091.33	65.7%
Tuition From Other Districts (+)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Interest Earnings (+)	\$10,029.19	\$71,455.69	\$25,000.00	(\$46,455.69)	285.8%
Admissions (+)	\$0.00	\$351.70	\$0.00	(\$351.70)	0.0%
Pay to Play (+)	\$3,616.00	\$37,212.60	\$38,000.00	\$787.40	97.9%
Contributions & Donations (+)	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.0%
Misc Revenue (+)	\$9,700.00	\$68,830.29	\$85,000.00	\$16,169.71	81.0%
Sub-total : Local Revenue	\$38,268.26	\$4,162,892.47	\$3,669,024.00	(\$493,868.47)	113.5%
Intermediate Revenue					
Severe Disability through ESD (+)	\$0.00	\$12,188.00	\$18,000.00	\$5,812.00	67.7%
Sub-total : Intermediate Revenue	\$0.00	\$12,188.00	\$18,000.00	\$5,812.00	67.7%
State Revenue					
School Support Fund (+)	(\$28,020.10)	\$3,430,218.90	\$3,737,207.00	\$306,988.10	91.8%
Common School Fund (+)	\$0.00	\$71,594.90	\$62,880.00	(\$8,714.90)	113.9%
State Forest Revenue (+)	\$0.00	\$4,372.91	\$25,000.00	\$20,627.09	17.5%
Small High School Grant (+)	\$37,028.01	\$37,028.01	\$45,000.00	\$7,971.99	82.3%
Restricted Grants in Aid (+)	\$77,275.04	\$89,301.16	\$54,521.00	(\$34,780.16)	163.8%
Sub-total : State Revenue	\$86,282.95	\$3,632,515.88	\$3,924,608.00	\$292,092.12	92.6%
Beginning Fund Balance					
Beginning Fund Balance (+)	\$0.00	\$1,853,799.33	\$1,000,000.00	(\$853,799.33)	185.4%
Sub-total : Beginning Fund Balance	\$0.00	\$1,853,799.33	\$1,000,000.00	(\$853,799.33)	185.4%
Total : INCOME	\$124,551.21	\$9,661,395.68	\$8,611,632.00	(\$1,049,763.68)	112.2%
NET ADDITION/(DEFICIT)	\$124,551.21	\$9,661,395.68	\$8,611,632.00	(\$1,049,763.68)	112.2%

End of Report

Central Linn School District 552C

Expenditures Month End For the Period 05/01/2023 through 05/31/2023

Fiscal Year: 2022-2023

Include Pre Encumbrance

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>Balance</u>	<u>Encumbrance</u>	<u>Budget Balance</u>	
EXPENSES							
Instruction							
Elementary K- 6 (+)	\$1,289,899.00	\$112,495.09	\$952,150.20	\$337,748.80	\$417,658.17	(\$79,909.37)	-6.2%
High School Programs (+)	\$1,447,610.00	\$123,053.33	\$1,031,648.50	\$415,961.50	\$301,856.74	\$114,104.76	7.9%
Athletics (+)	\$205,274.00	\$27,534.68	\$172,565.73	\$32,708.27	\$31,520.69	\$1,187.58	0.6%
Early Literacy Program (+)	\$80,939.00	\$7,503.19	\$63,303.15	\$17,635.85	\$8,238.19	\$9,397.66	11.6%
TAG (+)	\$7,200.00	\$0.00	\$0.00	\$7,200.00	\$0.00	\$7,200.00	100.0%
Special Education (+)	\$685,324.00	\$68,377.19	\$525,215.56	\$160,108.44	\$130,203.33	\$29,905.11	4.4%
Alternative Education (+)	\$20,000.00	\$4,687.70	\$19,369.98	\$630.02	\$9,241.66	(\$8,611.64)	-43.1%
English Second Language Program (+)	\$54,584.00	\$1,665.39	\$18,399.16	\$36,184.84	\$7,509.08	\$28,675.76	52.5%
Sub-total : Instruction	\$3,790,830.00	\$345,316.57	\$2,782,652.28	\$1,008,177.72	\$906,227.86	\$101,949.86	2.7%
Support Services							
Guidance Services (+)	\$23,458.00	\$1,193.71	\$18,500.41	\$4,957.59	\$3,581.25	\$1,376.34	5.9%
Health/ Homeless Liason Services (+)	\$52,100.00	\$11,685.86	\$124,103.76	(\$72,003.76)	\$11,343.30	(\$83,347.06)	-160.0%
Speech Pathology (+)	\$0.00	\$18,768.00	\$18,768.00	(\$18,768.00)	\$0.00	(\$18,768.00)	0.0%
Service Direction (+)	\$160,890.00	\$13,853.58	\$150,980.91	\$9,909.09	\$15,514.68	(\$5,605.59)	-3.5%
Library Services (+)	\$64,386.00	\$7,318.63	\$57,028.10	\$7,357.90	\$10,178.34	(\$2,820.44)	-4.4%
Board of Education Services (+)	\$226,456.00	\$12,221.74	\$147,869.91	\$78,586.09	\$11,586.80	\$66,999.29	29.6%
Executive Administration Services (+)	\$334,160.00	\$33,951.10	\$318,205.60	\$15,954.40	\$31,393.07	(\$15,438.67)	-4.6%
Office of the Principal Services (+)	\$577,244.00	\$52,692.13	\$576,882.58	\$361.42	\$59,340.08	(\$58,978.66)	-10.2%
Fiscal Services (+)	\$243,908.00	\$18,064.74	\$220,620.86	\$23,287.14	\$18,691.16	\$4,595.98	1.9%
Operations and Maintenance (+)	\$868,742.00	\$94,440.35	\$854,260.61	\$14,481.39	\$62,235.53	(\$47,754.14)	-5.5%
Security Services (+)	\$0.00	\$11,062.50	\$51,005.12	(\$51,005.12)	\$6,758.24	(\$57,763.36)	0.0%
Student Transportation Services (+)	\$623,803.00	\$74,568.67	\$553,233.80	\$70,569.20	\$68,291.62	\$2,277.58	0.4%
Grant Writing (+)	\$0.00	\$0.00	(\$0.33)	\$0.33	\$0.00	\$0.33	0.0%
Technology Services (+)	\$145,130.00	\$7,148.71	\$142,065.11	\$3,064.89	\$10,481.95	(\$7,417.06)	-5.1%
Retiree Insurance (+)	\$15,500.00	\$851.52	\$12,340.61	\$3,159.39	\$533.88	\$2,625.51	16.9%
Sub-total : Support Services	\$3,335,777.00	\$357,821.24	\$3,245,865.05	\$89,911.95	\$309,929.90	(\$220,017.95)	6.6%

Operating Statement with Encumbrance

Central Linn School District 552C

Expenditures Month End For the Period 05/01/2023 through 05/31/2023

Fiscal Year: 2022-2023

Include Pre Encumbrance

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>Balance</u>	<u>Encumbrance</u>	<u>Budget Balance</u>	
Long Term Debt Service							
Bus loans (+)	\$10,032.00	\$0.00	\$10,031.22	\$0.78	\$0.00	\$0.78	0.0%
Cool Schools Loan (+)	\$59,215.00	\$4,931.65	\$54,248.15	\$4,966.85	\$0.00	\$4,966.85	8.4%
Roof Life Extension (+)	\$86,220.00	\$0.00	\$86,215.12	\$4.88	\$0.00	\$4.88	0.0%
Sub-total : Long Term Debt Service	\$155,467.00	\$4,931.65	\$150,494.49	\$4,972.51	\$0.00	\$4,972.51	3.2%
Interfund Transfers							
Interfund Transfers (+)	\$653,032.00	\$0.00	\$518,031.33	\$135,000.67	\$0.00	\$135,000.67	20.7%
Sub-total : Interfund Transfers	\$653,032.00	\$0.00	\$518,031.33	\$135,000.67	\$0.00	\$135,000.67	20.7%
Contingency							
Planned Reserves (+)	\$176,526.00	\$0.00	\$0.00	\$176,526.00	\$0.00	\$176,526.00	100.0%
Sub-total : Contingency	\$176,526.00	\$0.00	\$0.00	\$176,526.00	\$0.00	\$176,526.00	100.0%
Unappropriated Ending Fund Balance							
Unappropriated Ending Fund Balance (+)	\$500,000.00	\$0.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00	100.0%
Sub-total : Unappropriated Ending Fund Balance	\$500,000.00	\$0.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00	100.0%
Total : EXPENSES	\$8,611,632.00	\$708,069.46	\$6,697,043.15	\$1,914,588.85	\$1,216,157.76	\$698,431.09	8.1%
NET ADDITION/(DEFICIT)	\$8,611,632.00	\$708,069.46	\$6,697,043.15	\$1,914,588.85	\$1,216,157.76	\$698,431.09	8.1%

End of Report

Operating Statement with Encumbrance

**CENTRAL LINN SCHOOL DISTRICT
ENROLLMENT**

As of June 7, 2023

<i>June 2022</i>	<i>May 2023</i>	<i>June 2023</i>
K 35	K 32	K 32
1 33	1 42	1 42
2 33	2 39	2 38
3 32	3 34	3 36
4 46	4 37	4 37
5 40	5 39	5 39
6 33	6 42	6 41
<i>Total 252</i>	<i>Total 265</i>	<i>Total 265</i>
7 43	7 28	7 28
8 48	8 47	8 46
9 47	9 47	9 46
10 49	10 51	10 51
11 51	11 53	11 53
12 48	12 51	12 50
<i>Total 286</i>	<i>Total 277</i>	<i>Total 274</i>
District Total 538	District Total 542	District Total 539

September 2003 = 583
September 2004 = 640
September 2005 = 647
September 2006 = 678
September 2007 = 644
September 2008 = 651
September 2009 = 655
September 2010 = 708

September 2011 = 676
September 2012 = 676
September 2013 = 710
September 2014 = 657
September 2015 = 643
September 2016 = 652
September 2017 = 643
September 2018 = 644

September 2019 = 633
September 2020 = 579
September 2021 = 552
September 2022 = 529